

City of Tipton, Iowa

Meeting: Tipton City Council Meeting
Place: Tipton Fire Station, 301 Lynn Street, Tipton, Iowa 52772
Date/Time: Monday, March 10, 2025, 5:30 p.m.
Web Page: www.tiptoniowa.org
Posted: Friday, March 7, 2025 (Front door of City Hall & City Website)

Please join my meeting from your computer, tablet, or smartphone.

<https://meet.goto.com/642904677>

You can also dial in using your phone.

Access Code:

642-904-677

United States (Toll Free):

[1 866 899 4679](tel:18668994679)

Mayor: Tammi Goerd

Council at Large:	Abby Cummins-VanScoy	Council At Large:	Jason Paustian
Council Ward #1	George Welker	Council Ward #2	Mike Helm
Council Ward #3	Luke Johnston	City Attorney:	Lynch Dallas, P.C.
City Manager:	Brian Wagner	Gas Supt:	Darren Lenz
Finance Director:	Melissa Armstrong	Electric Supt:	Jon Walsh
City Clerk:	Amy Lenz	Water & Sewer Supt:	Brian Brennan
Dir. Of Public Works:	Steve Nash	Ambulance Svc Dir:	Brad Ratliff
Police Chief:	Lisa DuFour	Economic Dev. Dir.	Linda Beck
Park & Recreation:	Adam Spangler	Library Director:	Denise Smith

- A. **Call to Order**
- B. **Roll Call**
- C. **Pledge of Allegiance**
- D. **Agenda Additions/Agenda Approval**
- E. **Communications:**

If you wish to address the City Council regarding an issue, whether on the agenda or something not on the agenda, please approach the lectern and give your name and address for the public record before discussing your item. Scheduled communications are allowed to speak up to five minutes. Unscheduled communications are allowed to speak up to three minutes.

F. Consent Agenda

Note: These are routine items and will be enacted by one motion without separate discussion unless a Council Member requests separate consideration.

1. Approval – Council Meeting Minutes, February 19, 2025
2. Approval – Council Meeting Minutes, February 24, 2025
3. Approval – One time water and sewer exemption for 58 Mulberry Street
4. Approval – One time water and sewer exemption for 220 East 6th Street, Unit 1
5. Approval – 2010 Ambulance Head/Head Gasket Replacement
6. Approval – Township contracts for fire services for Cass Township, Center Township, Fairfield Township, Red Oak Township, Rochester Township and Springfield Township

7. Approval – Claims Register which includes claims paid under the current Purchase Policy

G. Public Hearing

1. Public hearing on plans/specs for Airport Apron Project

H. City Business

1. Resolution No. 031025A: Resolution approving the plans, specifications, form of contract, and engineering cost estimate for Mathews Memorial Airport: Rehabilitate Apron and Runway 11-29 Improvement Project
2. Discussion and possible action concerning recommendation to accept Tri-City Electric's proposal to construct a 1-megawatt solar array and authorize the city staff and city attorney to finalize an agreement with them. *(The goal is to bring the agreement to the March 24th council meeting for final approval.)*
3. Discussion and possible action concerning engineering agreement for South South Spruce Street Paving Project
4. Closed Session as permitted by Iowa Code Section 21.5(1)(j): To discuss the purchase of real estate where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property.
5. Discussion and possible action for potential action following the closed session.

I. Reports of Mayor/ Council/ Manager/ Department Heads

1. Mayor's Report
2. Council Reports
3. Committee Reports
4. City Manager's Report
5. Department Heads

J. Adjournment

Pursuant to §21.4(2) of the Code of Iowa, the City has the right to amend this agenda up until 24 hours before the posted meeting time.

If anyone with a disability would like to attend the meeting, please call City Hall at 886-6187 to arrange for accommodations/transportation.

February 19, 2025
Tipton Fire Station
301 Lynn Street
Tipton, Iowa

The City Council of the City of Tipton, Cedar County, Iowa, met in special session at 4:00 p.m. Mayor Goerdts called the meeting to order. Upon roll being called the following named council members were present: Cummins, Johnston, Welker, Paustian, and Helm. Also present: Wagner, Armstrong, Lenz, DuFour, Spangler, B. Brennan, Ratliff, Beck, Smith, other visitors, and the press.

Agenda:

Motion by Helm, second by Welker to approve the agenda as presented. Following the roll call vote the motion passed unanimously.

Consent Agenda:

Motion by Welker, second by Paustian to approve the consent agenda which includes Tipton Revitalization Incentive Program request for Tipton Investment Partners for the CDS building located at 411 East South Street. Following the roll call vote the motion passed unanimously.

City Business:

1. FY 2025-2026 Budget

FY 25-26 Budget Highlights

The city's current tax rate is \$16.36581. The proposed budget tax rate is \$15.59359.

- **General Budget Issues**
 - There are continued budget challenges because of legislation that was effective last FY including the rollback & HF718.
 - The rollback increased slightly from 46.3428% to 47.4316%.
 - HF718 goal is to bring cities at or below the 8.10 levy.
 - Accessed value growth was over 6%, which caused us to have approximately 3% reduction.
 - Current consolidated general fund levy = 7.88952 = \$1,087,491 general fund revenue
 - Reduced revenue being below 8.10 levy = \$1,116,504 - \$1,087,491 = \$29,013.
 - Additional budget challenges include:
 - Increased expenses in operating budgets including operating equipment, supplies, and insurance to name a few.
 - Reduced revenue in the general fund causing enterprise funds to have to help cover the additional costs. This causes them to have additional expenses to absorb.
- **Budget Option #1 – 2.42% wage increase (unless otherwise approved within the Hinson study)**
 - **General Fund - Currently in a deficit of \$320,903**
 - Cut all CIP items that are not currently funded, approved by Council or lifesaving (ex. Turnout gear) **-\$86,792**
 - Reduce GF expenses to match actuals from the prior years - **\$64,000**
 - Increase PILOT % from 6.75% to 8% - **\$104,941**
 - Increase LOST transfer to GF - **\$65,170**
 - **This option also includes moving a part-time position to full-time at the Library and adding and additional 4% to the Library Directors salary as recommended by the library board.**

- **Budget Option #2 – Choose a % wage increase (unless otherwise approved within the Hinson study)**

- **General Fund - Currently in a deficit of \$320,903**

- Cut all CIP items that are not currently funded, approved by Council or lifesaving (ex. Turnout gear) **-\$86,792**
 - Increase PILOT % from 6.75% to 8% - **\$104,941**
 - Increase LOST transfer to GF - **\$65,170**
 - Reduce wages from 2.42% increase to a % listed below. The savings saved by reducing payroll would be applied to increase the operating expenses within the general fund.

%	General Fund Payroll Savings from 2.42%	General Fund Expense Reduction Needed
0.00%	\$ 38,983.00	\$ 25,017.00
1.00%	\$ 25,795.70	\$ 38,204.30
1.25%	\$ 21,982.50	\$ 42,017.50
1.50%	\$ 18,143.12	\$ 45,856.88
1.75%	\$ 14,325.76	\$ 49,674.24
2.00%	\$ 10,506.33	\$ 53,493.67
2.42%	\$ -	\$ 64,000.00

- **The above table does include moving a part-time position to full-time at the Library but the wages for that position and the library director would only increase based on whatever % Council approves.**

Motion by Helm, second by Welker to approve going with Budget Option #2 with 1.25 % wage increase. Following the roll call vote the motion passed unanimously.

Adjourn:

With no further business to come before the council a motion to adjourn was made by Helm, second by Welker. Following the roll call vote the motion passed unanimously. Meeting adjourned at 4:45 p.m.

Mayor _____

Attest: _____
City Clerk

February 24, 2025
Fire Station
301 Lynn Street
Tipton, Iowa

The City Council of the City of Tipton, Cedar County, Iowa, met in regular session at 5:30 p.m. Mayor Goerdt called the meeting to order. Upon roll being called the following named council members were present: Cummins, Johnston, and Helm. Absent: Welker and Paustian. Also present: Wagner, Armstrong, Lenz, DuFour, Smith, Terry Goerd, other visitors, and the press.

Agenda:

Motion by Cummins, second by Helm to approve the agenda as presented. Following the roll call vote the motion passed unanimously.

Consent Agenda:

Motion by Cummins, second by Johnston to approve the consent agenda which includes February 3rd Council Meeting Minutes, January 2025 Investment & Treasurer's Report, January 13th Library Minutes, January 2025 Library Director's Report, Pay Application No. 6, Pool Dehumidification Project, Garling Construction, \$9,789.14, Pay Application No. 7, Pool Dehumidification Project, Garling Construction, \$7,677.10, Pay Application No. 21, Replace Hwy 38 South Street to IA 130, Triple B Construction, \$30,280.71, liquor license for St. Mary's Hall for an event on March 1st, liquor license renewal for Walmart, liquor license renewal for Tavern on the Square, and the following claims list. Following the roll call vote the motion passed unanimously.

ACCESS SYSTEMS LEASING	COPIER AGREEMENT	1506.96
AFLAC	AFLAC AFTER TAX PY W/HOLDING	1168.83
ASCENDANCE TRUCKS	REPAIR PARTS	89.96
AT&T MOBILITY	WIRELESS	1512.77
AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	1212.73
AXA EQUI-VEST PROCESSING	DEF. COMP PRETAX	500.00
BAKER & TAYLOR	BOOKS	515.70
BLUE CROSS/BLUE SHIELD	BCBS HEALTH INSURANCE	37241.72
BOUND TREE MEDICAL	MEDICAL SUPPLIES	338.91
BRAD DOERRING	REF ADULT BB	195.00
CEDAR COUNTY COOP	264.39 GL FUEL	944.49
CEDAR COUNTY ENGINEER	DSL FUEL	1848.25
CEDAR COUNTY REPAIR INC	OPERATING SUPPLIES	371.35
CEDAR COUNTY SOLID WASTE	TRANSFER FEES	5106.00
CENTRAL IOWA DISTRIBUTING	SHOP SUPPLIES	406.00
CINTAS	UNIFORMS	1187.56
CITY OF TIPTON	MISC. EMPLOYEE REIMBURSEMENTS	225.00
CITY UTILITIES	CITY UTILITIES	1242.74
CJ NELSON	REF ADULT BB	120.00
CLARENCE LOWDEN SUN-NEWS	POOL SCHEDULE	198.80
CLIFTON LARSON ALLEN LLP	AUDIT	735.00
COLLECTION SERVICES CENTER	CHILD SUPPORT	119.04
D & R PEST CONTROL	D & R PEST CONTROL	270.60
DAN'S OVERHEAD DOORS	INSTALL COMMERCIAL DOOR	11765.00
DINGES FIRE COMPANY	4 TURNOUT GEAR	14600.00
EASTERN IOWA LIGHT & POWER	UTILITIES	1178.41

TIPTON PHARMACY	PHARMACEUTICALS	408.50
TREASURER, STATE OF IOWA	STATE WITHOLDING	5332.76
TRI-CITY ELECTRIC COMPANY	PHONE SYSTEM SETUP SAGR	584.53
UNUM LIFE INSURANCE	LTD INS DEC PREMIUM	515.89
VERIZON	CELL & DATA	288.31
VERMEER IOWA & N. MISSOURI	REPAIR PARTS #161	200.68
VESTIS	MATS	189.17
WINDSTREAM	MONTHLY SERVICES	97.70
WT COX INFORMATION SERVICE	MAGAZINE RENEWALS	160.62
** TOTAL **		355313.49

FUND TOTALS

001 GENERAL GOVERNMENT		80296.47
110 ROAD USE TAX FUND		1035.18
160 ECONOMIC/INDUSTRIAL DEV		85000.00
317 GO CP 2023		34174.93
600 WATER OPERATING		5729.68
610 WASTEWATER/AKA SEWER REV		7956.37
630 ELECTRIC OPERATING		27987.43
640 GAS OPERATING		9067.19
660 AIRPORT OPERATING		78.34
670 GARBAGE COLLECTION		9999.89
740 STORM WATER		366.36
810 CENTRAL GARAGE		7260.73
835 ADMINISTRATIVE SERVICES		22814.37
860 PAYROLL ACCOUNT		63546.55
GRAND TOTAL		355313.49

CITY CREDIT CARD STATEMENT

City Card

Card Ttl

-
6,561.13

Travel Training -	Bennigans	27.61
Uniforms/Equipment	Intoximeters	125.00

152.61

Finance Director

Operating Supplies	Amazon	88.56
Telecommunications	GoTo Technologies	30.35

118.91

Library

Materials	Amazon	556.54
Programming	Amazon	22.92
Office Supplies	Amazon, Demco, Displays2go	692.17
Postage/Shipping	USPS	6.53
Miscellaneous		31.72
CIP Reserve	Walmart	11.48

Advertising	Canva	12.99	
Operating Supplies	Walmart	10.56	
Statement Total			396.95
			6,561.13

Payroll Amount for February 2025 \$220,119.86

City Business

1. Resolution No. 022425A: Resolution setting time and place for a public hearing for the proposed property taxation for Fiscal Year 2025-2026 Budget

Motion by Helm, second by Cummins to approve Resolution No. 022425A, the resolution setting a public hearing on March 24th at 5:30 p.m. at the Tipton Fire Station for the proposed property taxation for Fiscal Year 2025-2026 Budget. Following the roll call vote the motion passed unanimously.

2. Resolution No. 022425B: Resolution accepting the substantial completion of the James Kennedy Family Aquatic Center's "Pool Dehumidification Unit" (Project) and approving Pay Application No. 8 concerning project retainage.

Motion by Cummins, second by Helm to approve Resolution No. 022425B, the resolution accepting the substantial completion of the James Kennedy Family Aquatic Center's "Pool Dehumidification Unit" (Project) and approving Pay Application No. 8 concerning project retainage in the amount of \$28,304.06. Following the roll call vote the motion passed unanimously.

3. Resolution No. 022425C: Resolution setting the bid letting date and public hearing date for Mathews Memorial Airport: Rehabilitate Apron and Runway 11-29 Improvement Project

Motion by Helm, second by Johnston to approve Resolution No. 022425C, the resolution setting a public hearing on March 10th at 5:30 p.m. at the Tipton Fire Station for Mathews Memorial Airport: Rehabilitate Apron and Runway 11-29 Improvement Project. Following the roll call vote the motion passed unanimously.

4. Resolution No. 022425D: Resolution finally approving request for proposals and public notice related thereto, regarding the sale of city owned real estate.

Motion by Cummins, second by Helm to approve Resolution No. 022425D, the resolution finally approving request for proposals and public notice related thereto, regarding the sale of city owned real estate. Following the roll call vote the motion passed unanimously.

Adjourn:

With no further business to come before the council a motion to adjourn was made by Johnston, second by Helm. Following the roll call vote the motion passed unanimously.

Meeting adjourned at 5:50 p.m.

Mayor _____

Attest: _____
City Clerk

Colleen Killen
58 Mulberry St
Tipton, IA 52772

RECEIVED MAR 03 2025

February 18, 2025

To whom it may concern,

I currently own the property at 58 Mulberry Street Tipton Iowa 52772. During the recent extreme low temperatures, I had multiple ruptured water pipes inside the home causing significant amount of water loss and damage to my home. I am currently asking for a one-time water exemption. Should you have any questions please contact me at the number listed below.

Sincerely,



Colleen Killen
563-219-5070

Account 07-0900-06
 Zone 03

Address 58 MULBERRY ST
 Name KILLEN, COLLEEN
 Book Dates 1/22/2025 Thru 2/21/2025

Manual Bill
 Bill Printed

Metered Non-Metered Revenue Distribution

Serv/Tbl 100 RE1 Description RESIDENTIAL ELECTRIC Status On

Meter Number 32012079 Scale 1.000 Dials 5		Charges Net Tax Fuel Adj.		Readings Previous 98083 Current 98231 Note		Consumption Meter 148 Service 148 Bill 148	
---	--	---	--	--	--	--	--

Serv	Tbl	Description	Meter #	Scale	Dials	Previous	Current	Consumption	Expected	Note
100	RE1	RESIDENTIAL ELECTRIC	32012079	1.000	5	98083	98231	148	364	
300	WA	RESIDENTIAL WATER	09500563	10.000	4	7989	8628	6390	163	
200	RG1	RESIDENTIAL GAS	17520420	1.000	4	2769	2769	0	7	

To be billed on 3-19-25

Arrears Net Tax Returns Total

Allocation Calculate Print Meter Account Reading Estimate Message Exit

View dbixler

7989 Previous Read
 29 Average
 8018

ACCOUNT	SERV/TEL	CHARGE	PREVIOUS	CURRENT	CONS	SERV/TEL	CHARGE	SERVICE INFO
07-0900-06	100-RE1 EL	11.24	98083	98231	148	400-SR SE	262.03	
KILLEN, COLLEEN	100-FUEL-ADJ	6.07				500-RGR GT	25.75	STEP: 01
58 MULBERRY ST	100-RE1 TAX	0.17				600-BER BC	12.50	STEP: 01
	300-WA WA	246.65	7989	8628	6390	600-BER TAX	0.13	
	300-WA TAX	14.80				600-BWR BC	13.00	STEP: 01
	200-RG1 G	0.00	2769	2769	0	600-BWR TAX	0.91	
						600-BSR BC	13.81	STEP: 01
						600-BGR BC	10.00	STEP: 01
						600-BGR TAX	0.10	
						550-SWF SW	5.00	STEP: 01
						400-SRF SE	22.00	STEP: 01
						PENALTY	9.66	
							CURRENT BILL	644.16
							TOTAL	644.16

*** END OF REPORT ***

Projected bill for 3-19-25

ACCOUNT	SERV/TBL	CHARGE	PREVIOUS	CURRENT	CONS	SERV/TBL	CHARGE	SERVICE INFO
07-0900-06	100-RE1 EL	11.24	98083	98231	148	400-SR SE	11.89	
KILLEN, COLLEEN	100-FUEL-ADJ	6.07				500-RGR GT	25.75	STEP: 01
58 MULBERRY ST	100-RE1 TAX	0.17				600-BER BC	12.50	STEP: 01
	300-WA WA	11.19	7989	8018	290	600-BER TAX	0.13	
	300-WA TAX	0.67				600-BWR BC	13.00	STEP: 01
	200-RG1 G	0.00	2769	2769	0	600-BWR TAX	0.91	
						600-BSR BC	13.81	STEP: 01
						600-BGR BC	10.00	STEP: 01
						600-BGR TAX	0.10	
						550-SWF SW	5.00	STEP: 01
						400-SRF SE	22.00	STEP: 01
						PENALTY	2.17	
							CURRENT BILL	144.43
							TOTAL	144.43

*** END OF REPORT ***

WATER
 \$246.65 Original projected bill
 - 11.19 New Bill Calc
 \$235.46 Water Adj.

SEWER
 \$262.03 Original projected bill
 - 11.89 New Bill Calc
 \$250.14 Sewer Adj.

Service: 300 WA RESIDENTIAL WATER Meter: 09500563

Month	Date	Read		Total	Demand		Reading		Occupant
		Previous	Current	Consumption	Read	Consumption	Flag	Source	
Year : 2025 Total 2									
Feb	01/22/2025	7989	7989	0			Regular	Manual Read	06
Jan	12/23/2024	7988	7989	10			Regular	Hand Held	06
Year : 2024 Total 12									
Dec	11/22/2024	7962	7988	260			Regular	Hand Held	06
Nov	10/23/2024	7921	7962	410			Regular	Hand Held	06
Oct	09/23/2024	7872	7921	490			Regular	Hand Held	06
Sep	08/23/2024	7862	7872	100			Regular	Hand Held	06
Aug	07/26/2024	7856	7862	60			Regular	Hand Held	06
Jul	06/24/2024	7852	7856	40			Regular	Hand Held	06
Jun	05/24/2024	7786	7852	660			Regular	Hand Held	06
May	04/24/2024	7717	7786	690			Regular	Hand Held	06
Apr	03/25/2024	7686	7717	310			Regular	Hand Held	06
Mar	02/23/2024	7639	7686	470			Regular	Hand Held	06
Feb	01/22/2024	7616	7639	230			Regular	Hand Held	06
Jan	12/20/2023	7581	7616	350			Regular	Hand Held	06
Year : 2023 Total 12									
Dec	11/20/2023	7548	7581	330			Regular	Hand Held	06
Nov	10/20/2023	7515	7548	330			Regular	Hand Held	06
Oct	09/20/2023	7475	7515	400			Regular	Hand Held	06
Sep	08/21/2023	7459	7475	160			Regular	Hand Held	06
Aug	07/21/2023	7395	7459	640			Regular	Hand Held	06
Jul	06/21/2023	7325	7395	700			Regular	Hand Held	06
Jun	05/22/2023	7270	7325	550			Regular	Hand Held	06
May	04/21/2023	7232	7270	380			Regular	Hand Held	06
Apr	03/22/2023	7197	7232	350			Regular	Hand Held	06
Mar	02/21/2023	7160	7197	370			Regular	Hand Held	06
Feb	01/20/2023	7142	7160	180			Regular	Hand Held	06
Jan	12/21/2022	7092	7142	500			Regular	Hand Held	06
Year : 2022 Total 12									
Dec	11/22/2022	7051	7092	410			Regular	Hand Held	06
Nov	10/24/2022	7009	7051	420			Regular	Hand Held	06
Oct	09/23/2022	6976	7009	330			Regular	Hand Held	06
Sep	08/24/2022	6927	6976	490			Regular	Hand Held	06
Aug	07/25/2022	6888	6927	390			Regular	Hand Held	06
Jul	06/24/2022	6828	6888	600			Regular	Hand Held	06
Jun	05/24/2022	6799	6828	290			Regular	Hand Held	06
May	04/25/2022	6758	6799	410			Regular	Hand Held	06
Apr	03/25/2022	6715	6758	430			Regular	Hand Held	06
Mar	02/23/2022	6688	6715	270			Regular	Hand Held	06
Feb	01/24/2022	6656	6688	320			Regular	Hand Held	06
Jan	12/21/2021	6609	6656	470			Regular	Hand Held	06
Year : 2021 Total 12									
Dec	11/22/2021	6567	6609	420			Regular	Hand Held	06
Nov	10/22/2021	6521	6567	460			Regular	Hand Held	06
Oct	09/22/2021	6481	6521	400			Regular	Hand Held	06
Sep	08/23/2021	6459	6481	220			Regular	Hand Held	06
Aug	07/23/2021	6424	6459	350			Regular	Hand Held	06
Jul	06/23/2021	6350	6424	740			Regular	Hand Held	06
Jun	05/24/2021	6316	6350	340			Regular	Hand Held	06
May	04/23/2021	6278	6316	380			Regular	Hand Held	06
Apr	03/24/2021	6254	6278	240			Regular	Hand Held	06
Mar	02/22/2021	6227	6254	270			Regular	Hand Held	06
Feb	01/22/2021	6208	6227	190			Regular	Hand Held	06
Jan	12/22/2020	6178	6208	300			Regular	Hand Held	06

350 ÷ 12 = 29.166



Fry
Funeral Home

A difference you will notice and appreciate.

RECEIVED MAR 03 2025

March 3, 2025

City of Tipton

Tipton, Iowa 52772

I am writing this letter asking the City of Tipton for a one time exclusion on the water/sewer bill for 220 East Sixth Street, Unit 1.

On January 28, 2025, the unoccupied residence was entered by a contractor who discovered water had been running from a ruptured pipe in the kitchen and apparently had ran continually for several days before being discovered. This was during one of our very cold periods and the furnace had quit working thus leading to the frozen pipe issues.

Thank you for your consideration with this request.

Gratefully,

David M. Fry

220 East 6th Street

PO Box 30

Tipton, Iowa 52772

Phone: 563.886.6336

Fax: 563.886.6806

www.fryfuneralhome.com

Estimated bill for 3/12/25

ACCOUNT	SERV/TBL	CHARGE	PREVIOUS	CURRENT	CONS	SERV/TBL	CHARGE	SERVICE INFO
05-1270-09 FRY, DAVID 220 EAST 6TH ST 1	100-REL EL	84.48	27534	28646	1112	400-SR SE	292.37	STEP: 01
	100-FUEL-ADJ	45.64				600-BER BC	12.50	STEP: 01
	100-REL TAX	1.30				600-BER TAX	0.13	
	300-WA WA	275.22	1363	2076	7130	600-BWR BC	13.00	STEP: 01
	300-WA TAX	16.51				600-BWR TAX	0.91	
	200-RG1 G	49.02	8511	8763	252	600-BSR BC	13.81	STEP: 01
	200-FUEL-ADJ	254.52				600-BGR BC	10.00	STEP: 01
	200-RG1 TAX	3.04				600-BGR TAX	0.10	
						500-RGR GT	25.75	STEP: 01
						550-SWF SW	5.00	STEP: 01
					400-SRF SE	22.00	STEP: 01	
					PENALTY	16.89		
						CURRENT BILL	1,125.30	
						TOTAL	1,125.30	

*** END OF REPORT ***

water 275.22
 -
 274.83
 250.00 max

1125.30
 - 500.00 exemption max.
 625.30

Sewer 292.37
 41 average
 291.94
 250.00 max

ACCOUNT	SERV/TBL	CHARGE	PREVIOUS	CURRENT	CONS	SERV/TBL	CHARGE	SERVICE INFO
05-1270-09	100-RE1 EL	84.48	27534	28646	1112	400-SR SE	0.41	
FRY, DAVID	100-FUEL-ADJ	45.64				600-BER BC	12.50	STEP: 01
220 EAST 6TH ST 1	100-RE1 TAX	1.30				600-BER TAX	0.13	
	300-WA WA	0.39	1363	1364	10	600-BWR BC	13.00	STEP: 01
	300-WA TAX	0.02				600-BWR TAX	0.91	
	200-RG1 G	49.02	8511	8763	252	600-BSR BC	13.81	STEP: 01
	200-FUEL-ADJ	254.52				600-BGR BC	10.00	STEP: 01
	200-RG1 TAX	3.04				600-BGR TAX	0.10	
						500-RGR GT	25.75	STEP: 01
						550-SWF SW	5.00	STEP: 01
						400-SRF SE	22.00	STEP: 01
						PENALTY	8.14	
							CURRENT BILL	542.02
							TOTAL	542.02

*** END OF REPORT ***

Month	Date	Read		Total	Demand		Reading		Occupant
		Previous	Current	Consumption	Read	Consumption	Flag	Source	
Year : 2025 Total 2									
Feb	01/17/2025	1363	1363	0			Regular	Hand Held	09
Jan	12/18/2024	1363	1363	0			Regular	Hand Held	09
Year : 2024 Total 12									
Dec	11/15/2024	1362	1363	10			Regular	Hand Held	09
Nov	10/16/2024	1361	1362	10			Regular	Hand Held	09
Oct	09/19/2024	1359	1361	20			Regular	Hand Held	09
Sep	08/15/2024	1358	1359	10			Regular	Hand Held	09
Aug	07/17/2024	1357	1358	10			Regular	Hand Held	09
Jul	06/19/2024	1356	1357	10			Regular	Hand Held	09
Jun	05/17/2024	1355	1356	10			Regular	Hand Held	09
May	04/18/2024	1353	1355	20			Regular	Hand Held	09
Apr	03/19/2024	1353	1353	0			Regular	Hand Held	09
Mar	02/17/2024	1353	1353	0			Regular	Hand Held	09
Feb	01/18/2024	1339	1353	140			Regular	Hand Held	09
Jan	12/15/2023	1312	1339	270			Regular	Hand Held	09
Year : 2023 Total 12									
Dec	11/15/2023	1288	1312	240			Regular	Hand Held	09
Nov	10/17/2023	1266	1288	220			Regular	Hand Held	09
Oct	09/15/2023	1247	1266	190			Regular	Hand Held	09
Sep	08/16/2023	1224	1247	230			Regular	Hand Held	09
Aug	07/17/2023	1202	1224	220			Regular	Hand Held	09
Jul	06/16/2023	1181	1202	210			Regular	Hand Held	09
Jun	05/17/2023	1162	1181	190			Regular	Hand Held	09
May	04/18/2023	1139	1162	230			Regular	Manual Read	09
Apr	03/17/2023	1116	1139	230			Regular	Hand Held	09
Mar	02/15/2023	1091	1116	250			Regular	Hand Held	09
Feb	01/17/2023	1065	1091	260			Regular	Hand Held	09
Jan	12/16/2022	1040	1065	250			Regular	Hand Held	09
Year : 2022 Total 12									
Dec	11/16/2022	1014	1040	260			Regular	Hand Held	09
Nov	10/17/2022	988	1014	260			Regular	Hand Held	09
Oct	09/16/2022	966	988	220			Regular	Hand Held	09
Sep	08/17/2022	945	966	210			Regular	Hand Held	09
Aug	07/19/2022	920	945	250			Regular	Hand Held	09
Jul	06/17/2022	895	920	250			Regular	Hand Held	09
Jun	05/19/2022	875	895	200			Regular	Hand Held	09
May	04/18/2022	851	875	240			Regular	Hand Held	09
Apr	03/18/2022	822	851	290			Regular	Hand Held	09
Mar	02/15/2022	798	822	240			Regular	Hand Held	09
Feb	01/18/2022	774	798	240			Regular	Hand Held	09
Jan	12/17/2021	756	774	180			Regular	Hand Held	09
Year : 2021 Total 12									
Dec	11/17/2021	733	756	230			Regular	Hand Held	09
Nov	10/19/2021	712	733	210			Regular	Hand Held	09
Oct	09/20/2021	685	712	270			Regular	Hand Held	09
Sep	08/18/2021	661	685	240			Regular	Hand Held	09
Aug	07/20/2021	637	661	240			Regular	Hand Held	09
Jul	06/18/2021	615	637	220			Regular	Hand Held	09
Jun	05/19/2021	591	615	240			Regular	Hand Held	09
May	04/19/2021	565	591	260			Regular	Hand Held	09
Apr	03/19/2021	535	565	300			Regular	Hand Held	09
Mar	02/18/2021	507	535	280			Regular	Hand Held	09
Feb	01/18/2021	486	507	210			Regular	Hand Held	09
Jan	12/16/2020	463	486	230			Regular	Hand Held	09

10 Average

AGENDA ITEM: *(City Hall will fill in this blank)*

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	3/10/2025
AGENDA ITEM:	2010 Ambulance Head/ Head Gasket Replacement
ACTION:	Council consideration, Motion to approve expenses to repair 2010 ambulance engine (Courtesy Ford – Davenport)

SYNOPSIS:

Our 2010 Ford Ambulance was noted to be venting exhaust fluid into the driver cabin, unable to maintain head and was leaking coolant to an unknown area. We attempted to have the local Ford dealership assess this problem however they did not have any availability. Klay was able to get the vehicle into Courtesy Ford (who routinely works on ambulances with this type of engine.)

The Ford dealership diagnosed this problem as both cracked heads and blown head gasket. The recommendation is to replace this equipment. Regrettably, this is known issue with this specific engine. As this is a front-line vehicle, we have already requested that parts be ordered in to begin work. We are seeking council approval for this expense. The total cost is projected to be at \$10,824.19.

We currently have \$7,000 budgeted in CIP earmarked for such failures to ambulance such as this. It appears that the remaining balance will need to be accounted for in an upcoming budget amendment.

BUDGET ITEM: CIP

RESPONSIBLE DEPARTMENT: Ambulance

MAYOR/COUNCIL ACTION: Consideration, motion and roll call vote to approve, table or deny.

ATTACHMENTS: Ford Quote

PREPARED BY: Brad Ratliff

DATE PREPARED: 3/2/2025

COURTESY FORD SERVICE

ATTN: KLAY JOHNSON CITY OF TIPTON

407 LYNN ST

TIPTON IA 52722

Home: 563-886-3953

Mobile:

Work: 563-886-4722

Email:

Feb 25, 2025 08:25 AM

YMMS: 2010 Ford E450 Super Duty

Engine: 6.0L Eng

License:

VIN:

Odometer:

TYPE	DESCRIPTION	PART #	QTY	PRICE	HOURS	LINE TOTAL
Parts	INTAKE GASKET	3C3Z-9433-BJ	1.0	\$175.38	-	\$175.38
Parts	CYLINDER HEAD INSTALL KIT	KC3Z-6079-DA	1.0	\$875.00	-	\$875.00
Parts	HEATER HOSE	9C2Z-18472-M	1.0	\$413.33	-	\$413.33
Parts	COOLANT HOSE	5C2Z-8075-A	1.0	\$309.09	-	\$309.09
Parts	HEATER HOSE	9C2Z-18472-P	1.0	\$436.67	-	\$436.67
Parts	EGR COOLER	4C3Z-9P456-AJ	1.0	\$687.27	-	\$687.27
Parts	GASKET	3C3Z-6584-AA	1.0	\$38.77	-	\$38.77
Parts	GASKET	3C3Z-6584-BA	1.0	\$57.69	-	\$57.69
Parts	NUT	W302725	1.0	\$4.40	-	\$4.40
Parts	H.P. FUEL PUMP INSTALL KIT	4C3Z-9B246-F	1.0	\$155.17	-	\$155.17
Parts	GASKET	3C3Z-9J469-AA	1.0	\$7.56	-	\$7.56
Parts	INJECTOR RESEAL KITS	3C3Z-9229-AA	8.0	\$15.25	-	\$122.00
Parts	CYLINDER HEADS	6C3Z-6049-DRM	2.0	\$1,341.67	-	\$2,683.34
Sublet / Misc	CYLINDER HEAD INSPECTION (MAGNA-FLUX)	-	-	-	-	\$264.00
Labor	REMOVE AND REPLACE	-	-	-	29.5	\$4,548.01

Labor:	\$4,812.01
Parts:	\$5,965.67
Shop Supplies:	\$46.51
Labor Taxes:	\$0.00
Parts Taxes:	\$0.00
TOTAL:	\$10,824.19

Customer Signature: _____

CITY OF TIPTON - CASS TOWNSHIP
2025-2026 FIRE PROTECTION AGREEMENT

This Agreement entered into in accordance with and under the provisions of Chapter 28E of the 1995 Code of Iowa between the City of Tipton, hereinafter known as the "Providing Agency" and the Board of Trustees of CASS TOWNSHIP, Cedar County, Iowa hereinafter referred to as "Township".

WITNESS: WHEREAS, one of the purposes of the Providing Agency is to provide certain persons and areas with fire protection, and

WHEREAS, the Providing Agency is willing and able to provide fire protection to the Township and the Township deems it in the best financial and economic interests of CASS TOWNSHIP that said protection be provided by the Providing Agency to the Township for the safety and welfare of its citizens and inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. PURPOSE. The purpose of this Agreement is to provide fire protection for CASS TOWNSHIP or that portion thereof as set forth in the addendum attached to this Agreement, said protection to be provided by the Providing Agency.
2. DURATION OF AGREEMENT. This Agreement shall be effective from July 1, 2025 to June 30, 2026 and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties
3. DUTIES OF PROVIDING AGENCY. The Providing Agency shall in accordance with the terms and provision of the Agreement, provide fire protection to property as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1995 Code of Iowa, as amended. Said duties shall include the providing of equipment and manpower for fire protection and responding to call and needs in the providing of said protection in the areas covered by this Agreement. (Map of covered property available per the Providing Agency.)
4. CONTROL BY PROVIDING AGENCY. All equipment and manpower utilized by the Providing Agency for the fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or of the Officer in Charge.
5. FINANCIAL PROVISION. The Township shall pay the Proving Agency on or before June 30, 2025 the sum of \$13,842.65 which shall be for the period commencing on the July 1, 2025 and running to June 30, 2026.

6. ~~INDENTIFY~~. The Providing Agency agrees to indemnify and hold harmless the Township, its agents, or employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including death at any time resulting therefrom by any person or persons or on account of damage to property, including loss of the use thereof, arising out of or in consequence of the performance or non-performance of the Providing Agency whether such injuries to persons or damage to property is due or claimed to be due to the negligence of Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the Township, its agents or employees.

7. **INSURANCE.** The Providing Agency agrees that during the term of this Agreement, it shall at its own expense purchase and maintain the following insurance in companies properly licensed and satisfactory to Township, and also file copies of such insurance contracts with Township:

A. **Public Liability:** Including coverage for direct operations, independent contractors, contractual liability and completed operations, as follows:

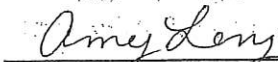
Combined single limit:	\$1,000,000.00
Umbrella policy:	\$4,000,000.00
Total	\$5,000,000.00


B. **Workmen's Compensation:** Including employer's liability in accordance with the Workmen's Compensation Laws of the State of Iowa.

THIS Agreement made and entered into the _____ day of _____, _____, shall be recorded in accordance with the provisions of Chapter 28E of the 1995 Code of Iowa.

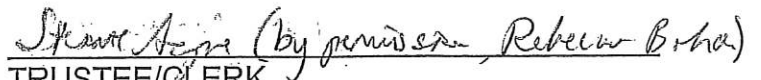
CITY OF TIPTON:

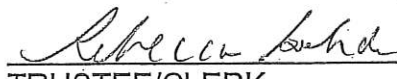

MAYOR, Tammi Goerdt


ATTEST, City Clerk


TRUSTEE/CLERK


TRUSTEE/CLERK


TRUSTEE/CLERK (by permission, Rebecca Bohler)


TRUSTEE/CLERK

2/7/25
DATE

2-4-2025
DATE

CITY OF TIPTON - CENTER TOWNSHIP 2025-2026 FIRE PROTECTION AGREEMENT

This Agreement entered into in accordance with and under the provisions of Chapter 28E of the 1995 Code of Iowa between the City of Tipton, hereinafter known as the "Providing Agency" and the Board of Trustees of CENTER TOWNSHIP, Cedar County, Iowa hereinafter referred to as "Township".

WITNESS: WHEREAS, one of the purposes of the Providing Agency is to provide certain persons and areas with fire protection, and

WHEREAS, the Providing Agency is willing and able to provide fire protection to the Township and the Township deems it in the best financial and economic interests of CENTER TOWNSHIP that said protection be provided by the Providing Agency to the Township for the safety and welfare of its citizens and inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this Agreement is to provide fire protection for CENTER TOWNSHIP or that portion thereof as set forth in the addendum attached to this Agreement, said protection to be provided by the Providing Agency.

2. **DURATION OF AGREEMENT.** This Agreement shall be effective from July 1, 2025 to June 30, 2026 and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties

3. **DUTIES OF PROVIDING AGENCY.** The Providing Agency shall in accordance with the terms and provision of the Agreement, provide fire protection to property as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1995 Code of Iowa, as amended. Said duties shall include the providing of equipment and manpower for fire protection and responding to call and needs in the providing of said protection in the areas covered by this Agreement. (Map of covered property available per the Providing Agency.)

4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the Providing Agency for the fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or of the Officer in Charge.

5. **FINANCIAL PROVISION.** The Township shall pay the Proving Agency on or before June 30, 2025 the sum of \$63,400.96 which shall be for the period commencing on the July 1, 2025 and running to June 30, 2026.

6. ~~INDENITY.~~ The Providing Agency agrees to indemnify and hold harmless the Township, its agents, or employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including death at any time resulting therefrom by any person or persons or on account of damage to property, including loss of the use thereof, arising out of or in consequence of the performance or non-performance of the Providing Agency whether such injuries to persons or damage to property is due or claimed to be due to the negligence of Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the Township, its agents or employees.

7. ~~INSURANCE.~~ The Providing Agency agrees that during the term of this Agreement, it shall at its own expense purchase and maintain the following insurance in companies properly licensed and satisfactory to Township, and also file copies of such insurance contracts with Township:

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability and completed operations, as follows:

Combined single limit:	\$1,000,000.00
Umbrella policy:	<u>\$4,000,000.00</u>
Total	\$5,000,000.00

B. Workmen's Compensation: Including employer's liability in accordance with the Workmen's Compensation Laws of the State of Iowa.

THIS Agreement made and entered into the _____ day of _____, _____, shall be recorded in accordance with the provisions of Chapter 28E of the 1995 Code of Iowa.

CITY OF TIPTON:

MAYOR, Tammi Goerd

ATTEST, City Clerk

William D. Schutze
TRUSTEE/CLERK

Robert Langley
TRUSTEE/CLERK

John A. Stewart
TRUSTEE/CLERK

Devalyn Wilson
TRUSTEE/CLERK

DATE

1.27.25
DATE

CITY OF TIPTON - FAIRFIELD TOWNSHIP 2025-2026 FIRE PROTECTION AGREEMENT

This Agreement entered into in accordance with and under the provisions of Chapter 28E of the 1995 Code of Iowa between the City of Tipton, hereinafter known as the "Providing Agency" and the Board of Trustees of FAIRFIELD TOWNSHIP, Cedar County, Iowa hereinafter referred to as "Township".

WITNESS: WHEREAS, one of the purposes of the Providing Agency is to provide certain persons and areas with fire protection, and

WHEREAS, the Providing Agency is willing and able to provide fire protection to the Township and the Township deems it in the best financial and economic interests of FAIRFIELD TOWNSHIP that said protection be provided by the Providing Agency to the Township for the safety and welfare of its citizens and inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this Agreement is to provide fire protection for FAIRFIELD TOWNSHIP or that portion thereof as set forth in the addendum attached to this Agreement, said protection to be provided by the Providing Agency.

2. **DURATION OF AGREEMENT.** This Agreement shall be effective from July 1, 2025 to June 30, 2026 and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties

3. **DUTIES OF PROVIDING AGENCY.** The Providing Agency shall in accordance with the terms and provision of the Agreement, provide fire protection to property as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1995 Code of Iowa, as amended. Said duties shall include the providing of equipment and manpower for fire protection and responding to call and needs in the providing of said protection in the areas covered by this Agreement. (Map of covered property available per the Providing Agency.)

4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the Providing Agency for the fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or of the Officer in Charge.

5. **FINANCIAL PROVISION.** The Township shall pay the Proving Agency on or before June 30, 2025 the sum of \$10,296.11 which shall be for the period commencing on the July 1, 2025 and running to June 30, 2026.

6. INDENITY. The Providing Agency agrees to indemnify and hold harmless the Township, its agents, or employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including death at any time resulting therefrom by any person or persons or on account of damage to property, including loss of the use thereof, arising out of or in consequence of the performance or non-performance of the Providing Agency whether such injuries to persons or damage to property is due or claimed to be due to the negligence of Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the Township, its agents or employees.

7. INSURANCE. The Providing Agency agrees that during the term of this Agreement, it shall at its own expense purchase and maintain the following insurance in companies properly licensed and satisfactory to Township, and also file copies of such insurance contracts with Township:

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability and completed operations, as follows:

Combined single limit:	\$1,000,000.00
Umbrella policy:	\$4,000,000.00
Total	\$5,000,000.00

B. Workmen's Compensation: Including employer's liability in accordance with the Workmen's Compensation Laws of the State of Iowa.

THIS Agreement made and entered into the _____ day of _____, _____, shall be recorded in accordance with the provisions of Chapter 28E of the 1995 Code of Iowa.

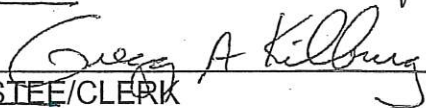
CITY OF TIPTON:

MAYOR, Tammi Goerd

ATTEST, City Clerk



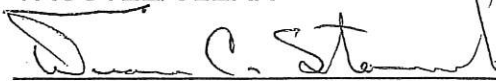
TRUSTEE/CLERK



TRUSTEE/CLERK



TRUSTEE/CLERK



TRUSTEE/CLERK

DATE

1-23-25

DATE

CITY OF TIPTON - RED OAK TOWNSHIP 2025-2026 FIRE PROTECTION AGREEMENT

This Agreement entered into in accordance with and under the provisions of Chapter 28E of the 1995 Code of Iowa between the City of Tipton, hereinafter known as the "Providing Agency" and the Board of Trustees of RED OAK TOWNSHIP, Cedar County, Iowa hereinafter referred to as "Township".

WITNESS: WHEREAS, one of the purposes of the Providing Agency is to provide certain persons and areas with fire protection, and

WHEREAS, the Providing Agency is willing and able to provide fire protection to the Township and the Township deems it in the best financial and economic interests of RED OAK TOWNSHIP that said protection be provided by the Providing Agency to the Township for the safety and welfare of its citizens and inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this Agreement is to provide fire protection for RED OAK TOWNSHIP or that portion thereof as set forth in the addendum attached to this Agreement, said protection to be provided by the Providing Agency.

2. **DURATION OF AGREEMENT.** This Agreement shall be effective from July 1, 2025 to June 30, 2026 and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties

3. **DUTIES OF PROVIDING AGENCY.** The Providing Agency shall in accordance with the terms and provision of the Agreement, provide fire protection to property as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1995 Code of Iowa, as amended. Said duties shall include the providing of equipment and manpower for fire protection and responding to call and needs in the providing of said protection in the areas covered by this Agreement. (Map of covered property available per the Providing Agency.)

4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the Providing Agency for the fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or of the Officer in Charge.

5. **FINANCIAL PROVISION.** The Township shall pay the Proving Agency on or before June 30, 2025 the sum of \$8,799.71 which shall be for the period commencing on the July 1, 2025 and running to June 30, 2026.

6. INDENITY. The Providing Agency agrees to indemnify and hold harmless the Township, its agents, or employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including death at any time resulting therefrom by any person or persons or on account of damage to property, including loss of the use thereof, arising out of or in consequence of the performance or non-performance of the Providing Agency whether such injuries to persons or damage to property is due or claimed to be due to the negligence of Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the Township, its agents or employees.

7. INSURANCE. The Providing Agency agrees that during the term of this Agreement, it shall at its own expense purchase and maintain the following insurance in companies properly licensed and satisfactory to Township, and also file copies of such insurance contracts with Township:

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability and completed operations, as follows:

Combined single limit:	\$1,000,000.00
Umbrella policy:	\$4,000,000.00
Total	\$5,000,000.00

B. Workmen's Compensation: Including employer's liability in accordance with the Workmen's Compensation Laws of the State of Iowa.

THIS Agreement made and entered into the _____ day of _____, _____, shall be recorded in accordance with the provisions of Chapter 28E of the 1995 Code of Iowa.

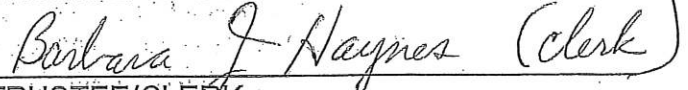
CITY OF TIPTON:

MAYOR, Tammi Goerdt

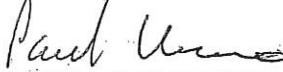
ATTEST, City Clerk



TRUSTEE/CLERK



TRUSTEE/CLERK

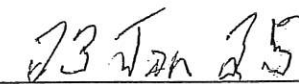


TRUSTEE/CLERK



TRUSTEE/CLERK

DATE



DATE

CITY OF TIPTON - ROCHESTER TOWNSHIP
2025-2026 FIRE PROTECTION AGREEMENT

This Agreement entered into in accordance with and under the provisions of Chapter 28E of the 1995 Code of Iowa between the City of Tipton, hereinafter known as the "Providing Agency" and the Board of Trustees of ROCHESTER TOWNSHIP, Cedar County, Iowa hereinafter referred to as "Township".

WITNESS: WHEREAS, one of the purposes of the Providing Agency is to provide certain persons and areas with fire protection, and

WHEREAS, the Providing Agency is willing and able to provide fire protection to the Township and the Township deems it in the best financial and economic interests of ROCHESTER TOWNSHIP that said protection be provided by the Providing Agency to the Township for the safety and welfare of its citizens and inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this Agreement is to provide fire protection for ROCHESTER TOWNSHIP or that portion thereof as set forth in the addendum attached to this Agreement, said protection to be provided by the Providing Agency.
2. **DURATION OF AGREEMENT.** This Agreement shall be effective from July 1, 2025 to June 30, 2026 and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties
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4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the Providing Agency for the fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or of the Officer in Charge.
5. **FINANCIAL PROVISION.** The Township shall pay the Proving Agency on or before June 30, 2025 the sum of \$25,855.18 which shall be for the period commencing on the July 1, 2025 and running to June 30, 2026.

6. INDENITY. The Providing Agency agrees to indemnify and hold harmless the Township, its agents, or employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including death at any time resulting therefrom by any person or persons or on account of damage to property, including loss of the use thereof, arising out of or in consequence of the performance or non-performance of the Providing Agency whether such injuries to persons or damage to property is due or claimed to be due to the negligence of Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the Township, its agents or employees.

7. INSURANCE. The Providing Agency agrees that during the term of this Agreement, it shall at its own expense purchase and maintain the following insurance in companies properly licensed and satisfactory to Township, and also file copies of such insurance contracts with Township:

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability and completed operations, as follows:

Combined single limit:	\$1,000,000.00
Umbrella policy:	\$4,000,000.00
Total	\$5,000,000.00

B. Workmen's Compensation: Including employer's liability in accordance with the Workmen's Compensation Laws of the State of Iowa.

THIS Agreement made and entered into the _____ day of _____, _____, shall be recorded in accordance with the provisions of Chapter 28E of the 1995 Code of Iowa.

CITY OF TIPTON:

MAYOR, Tammi Goerd

ATTEST, City Clerk



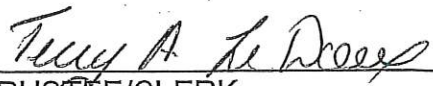
TRUSTEE/CLERK



TRUSTEE/CLERK



TRUSTEE/CLERK



TRUSTEE/CLERK

DATE

3/4/2025

DATE

CITY OF TIPTON - SPRINGFIELD TOWNSHIP
2025-2026 FIRE PROTECTION AGREEMENT

This Agreement entered into in accordance with and under the provisions of Chapter 28E of the 1995 Code of Iowa between the City of Tipton, hereinafter known as the "Providing Agency" and the Board of Trustees of SPRINGFIELD TOWNSHIP, Cedar County, Iowa hereinafter referred to as "Township".

WITNESS: WHEREAS, one of the purposes of the Providing Agency is to provide certain persons and areas with fire protection, and

WHEREAS, the Providing Agency is willing and able to provide fire protection to the Township and the Township deems it in the best financial and economic interests of SPRINGFIELD TOWNSHIP that said protection be provided by the Providing Agency to the Township for the safety and welfare of its citizens and inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. PURPOSE. The purpose of this Agreement is to provide fire protection for SPRINGFIELD TOWNSHIP or that portion thereof as set forth in the addendum attached to this Agreement, said protection to be provided by the Providing Agency.
2. DURATION OF AGREEMENT. This Agreement shall be effective from July 1, 2025 to June 30, 2026 and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties
3. DUTIES OF PROVIDING AGENCY. The Providing Agency shall in accordance with the terms and provision of the Agreement, provide fire protection to property as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1995 Code of Iowa, as amended. Said duties shall include the providing of equipment and manpower for fire protection and responding to call and needs in the providing of said protection in the areas covered by this Agreement. (Map of covered property available per the Providing Agency.)
4. CONTROL BY PROVIDING AGENCY. All equipment and manpower utilized by the Providing Agency for the fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or of the Officer in Charge.
5. FINANCIAL PROVISION. The Township shall pay the Proving Agency on or before June 30, 2025 the sum of ~~\$578.40~~ which shall be for the period commencing on the July 1, 2025 and running to June 30, 2026. *225.00*

6. **INDENITY.** The Providing Agency agrees to indemnify and hold harmless the Township, its agents, or employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including death at any time resulting therefrom by any person or persons or on account of damage to property, including loss of the use thereof, arising out of or in consequence of the performance or non-performance of the Providing Agency whether such injuries to persons or damage to property is due or claimed to be due to the negligence of Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the Township, its agents or employees.

7. **INSURANCE.** The Providing Agency agrees that during the term of this Agreement, it shall at its own expense purchase and maintain the following insurance in companies properly licensed and satisfactory to Township, and also file copies of such insurance contracts with Township:

A. **Public Liability:** Including coverage for direct operations, independent contractors, contractual liability and completed operations, as follows:

Combined single limit:	\$1,000,000.00
Umbrella policy:	\$4,000,000.00
Total	\$5,000,000.00

B. **Workmen's Compensation:** Including employer's liability in accordance with the Workmen's Compensation Laws of the State of Iowa.

THIS Agreement made and entered into the 21st day of February, 2025, shall be recorded in accordance with the provisions of Chapter 28E of the 1995 Code of Iowa.

CITY OF TIPTON:

MAYOR, Tammi Goerd

ATTEST, City Clerk

Bill Urnie

TRUSTEE/CLERK

Pam M Hartwig

TRUSTEE/CLERK

Julie Schroeder, Clerk

TRUSTEE/CLERK

[Signature]

TRUSTEE/CLERK

DATE

2/21/2025

DATE

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE DEPARTMENT	GENERAL GOVERNMENT	I. R. S.	FICA WITHHOLDING	1,480.60
			MEDICARE WITHHOLDING	306.11
			MEDICARE WITHHOLDING	1.06
			MEDICARE WITHHOLDING	14.25
			MEDICARE WITHHOLDING	22.89
			MEDICARE WITHHOLDING	1.96
			WIRELESS	121.94
		AT&T MOBILITY		
		MISC. VENDOR	SCOTT EICHER: PARKING TICKET	15.00
		IPERS	TRINITY MCKILLIP: PARKING TI	15.00
			IPERS REGULAR EMPLOYEES	6.92
			IPERS WITHHOLDING EMT	36.54
			IPERS WITHHOLDING POLICE	2,242.92
			AMMO	779.28
		KIESLER POLICE SUPPLY INC	TRAVEL TRAINING MEAL	25.02
		LISA DUFOUR	MANAGEMENT SERVICES	595.00
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	25.00
			PRINCIPAL DENTAL POLICY	254.04
		PRINCIPAL	MISC SUPPLIES	28.75
		CAPITAL ONE	Repay Admin Services	4,295.98
		CITY OF TIPTON FUNDS	PSF payment	552.65
			City Hall	61.17
		CITY UTILITIES	vehicle/equipment charges	3,100.11
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	TOTAL:	13,982.19
FIRE DEPARTMENT	GENERAL GOVERNMENT	I. R. S.	FICA WITHHOLDING	43.94
			MEDICARE WITHHOLDING	10.29
		JOHN DEERE FINANCIAL	SUPPLIES	14.57
		D & R PEST CONTROL	D & R PEST CONTROL	45.00
		HEIMAN INC	VEHICLE SUPPLIES	159.00
		IPERS	IPERS WITHHOLDING, FIRE	56.70
		LECTRONICS INC	ALARM SERVICE	30.00
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	105.00
		CITY OF TIPTON FUNDS	Repay Admin Services	897.45
			TRANSFERS	416.00
		CITY UTILITIES	CITY UTILITIES	678.88
			CITY UTILITIES	1,463.30
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	1,633.42
			TOTAL:	5,553.55
AMBULANCE	GENERAL GOVERNMENT	I. R. S.	FICA WITHHOLDING	1,032.05
			MEDICARE WITHHOLDING	84.89
			MEDICARE WITHHOLDING	111.02
			MEDICARE WITHHOLDING	27.02
			MEDICARE WITHHOLDING	18.44
			WIRELESS	238.57
		AT&T MOBILITY	MEDICAL SUPPLIES	160.81
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	261.90
			ALS INTERCEPT	200.00
		DURANT AMBULANCE SERVICE	D & R PEST CONTROL	40.00
		D & R PEST CONTROL	MARCH STATE SHARE PAYMENT	1,367.47
		IOWA GEMT PAYMENT PROGRAM	ANNUAL SOFTWARE FEE	900.00
		IMAGE TREND INC	IPERS WITHHOLDING EMT	1,562.01
		IPERS	ALS SERVICE	200.00
		JOHNSON COUNTY AMBULANCE SERVICE	ALS SERVICE	200.00
			PARAMEDIC INTERCEPT	200.00
		MECHANICVILLE FIRE & AMBULANCE	MANAGEMENT SERVICES	70.00
		OFFICE MACHINE CONSULTANTS INC		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PCC	NOV BILLING	1,117.69
		PRINCIPAL	PRINCIPAL DENTAL POLICY	65.73
		WING PC	MEDICAL DIRECTOR	500.00
		CITY OF TIPTON FUNDS	Repay Admin Services	2,931.25
			PSF payment	154.32
		CITY UTILITIES	TRANSFERS	1,422.00
			CITY UTILITIES	213.08
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	CITY UTILITIES	239.50
			vehicle/equipment charges	2,660.87
			TOTAL:	15,669.98
STREET DEPARTMENT	GENERAL GOVERNMENT	I.R.S.	FICA WITHHOLDING	213.64
			MEDICARE WITHHOLDING	34.18
			MEDICARE WITHHOLDING	1.34
			MEDICARE WITHHOLDING	2.13
			MEDICARE WITHHOLDING	10.52
			MEDICARE WITHHOLDING	1.80
		CJ COOPER & ASSOCIATES INC	ANNUAL CLEARING HOUSE	55.00
		CINTAS	UNIFORMS	56.28
			UNIFORMS	56.28
		IPERS	IPERS REGULAR EMPLOYEES	343.95
		PRINCIPAL	PRINCIPAL DENTAL POLICY	51.67
		CITY OF TIPTON FUNDS	Central Stores services pa	2,161.88
			PSF payment	201.79
		CITY UTILITIES	TRANSFERS	1,510.00
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	CITY UTILITIES	15.00
			vehicle/equipment charges	4,305.81
			TOTAL:	9,021.27
SIDEWALKS	GENERAL GOVERNMENT	CITY OF TIPTON FUNDS	Central Stores services pa	45.18
			TOTAL:	45.18
TREES	GENERAL GOVERNMENT	JO ANN CROCK	GRANT WRITING	872.39
		CITY OF TIPTON FUNDS	Central Stores services pa	188.79
			TOTAL:	1,061.18
CEMETERY	GENERAL GOVERNMENT	ERIC STORJOHANN	1 BURIAL	300.00
			TOTAL:	300.00
GENERAL ADMINISTRATION	GENERAL GOVERNMENT	I.R.S.	FICA WITHHOLDING	168.06
			MEDICARE WITHHOLDING	36.99
			MEDICARE WITHHOLDING	0.25
			MEDICARE WITHHOLDING	1.52
			MEDICARE WITHHOLDING	0.55
		CINTAS	UNIFORMS	21.99
			UNIFORMS	21.99
		IPERS	IPERS REGULAR EMPLOYEES	262.42
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	210.00
		PRINCIPAL	PRINCIPAL DENTAL POLICY	32.89
		CITY OF TIPTON FUNDS	Central Stores services pa	1,140.79
			PSF payment	43.01
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	1,758.71
			TOTAL:	3,699.17
LIBRARY	GENERAL GOVERNMENT	I.R.S.	FICA WITHHOLDING	284.23
			MEDICARE WITHHOLDING	47.48

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BAKER & TAYLOR	MEDICARE WITHOLDING	19.00
			BOOKS	154.57
			BOOKS	8.99
			BOOKS	42.14
		COPY SYSTEMS	BASE & COPIES	121.59
		IPERS	IPERS REGULAR EMPLOYEES	436.54
		OFFICE MACHINE CONSULTANTS INC	TECH SERVICE	32.50
			MANAGEMENT SERVICES	140.00
		PRINCIPAL	MANAGEMENT SERVICES	40.00
		WINDSTREAM	PRINCIPAL DENTAL POLICY	35.53
		CITY OF TIPTON FUNDS	MONTHLY SERVICES	181.79
			PSF payment	7.90
			TOTAL:	1,552.26
PARK		GENERAL GOVERNMENT I.R.S.	FICA WITHOLDING	9.78
			MEDICARE WITHOLDING	2.29
		IPERS	IPERS REGULAR EMPLOYEES	15.16
		PRINCIPAL	PRINCIPAL DENTAL POLICY	1.78
		CITY OF TIPTON FUNDS	Repay Admin Services	255.41
			PSF payment	0.40
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	95.24
			TOTAL:	380.06
RECREATION DEPARTMENT		GENERAL GOVERNMENT I.R.S.	FICA WITHOLDING	72.24
			MEDICARE WITHOLDING	14.31
		IPERS	MEDICARE WITHOLDING	2.59
		PRINCIPAL	IPERS REGULAR EMPLOYEES	116.23
		CITY OF TIPTON FUNDS	PRINCIPAL DENTAL POLICY	17.76
			Repay Admin Services	232.84
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	PSF payment	3.95
			vehicle/equipment charges	51.16
			TOTAL:	511.08
ADULT RECREATION		GENERAL GOVERNMENT BRAD DOERRING	REF ADULT BB	60.00
			REF ADULT BB	60.00
		CJ NELSON	REF ADULT BB	60.00
		CHAD WOLLUM	REF ADULT BB	60.00
			REF ADULT BB	60.00
			TOTAL:	360.00
FAMILY AQUATIC CENTER		GENERAL GOVERNMENT I.R.S.	FICA WITHOLDING	279.76
			MEDICARE WITHOLDING	17.15
			MEDICARE WITHOLDING	45.71
			MEDICARE WITHOLDING	2.58
		ELECTRIC PUMP	INSTALL SUMP PUMP	1,409.00
		ALLIED GLASS LLC	PAY APP NO 1	14,925.00
			PAY APP NO 2	2,965.00
			POOL SCHEDULE	198.80
		CLARENCE LOWDEN SUN-NEWS & ADVERTISER	PAULETTE MEIER:LG REVIEW	130.00
		MISC. VENDOR PAULETTE MEIER	D & R PEST CONTROL	60.00
		IPERS	IPERS REGULAR EMPLOYEES	213.91
		LECTRONICS INC	ALARM SERVICE	30.00
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	210.00
		PRINCIPAL	PRINCIPAL DENTAL POLICY	17.77
		TIPTON CONSERVATIVE	MIN,POOL SCHEDULE,BIDS	291.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TIPTON ELECTRIC MOTORS	UPS CHARGES & SUPPLIES	11.27
		CITY OF TIPTON FUNDS	Repay Admin Services	2,221.41
			PSF payment	3.95
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	51.16
			TOTAL:	23,083.67
ECONOMIC DEVELOPMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	148.10
		LINDA BECK	MEDICARE WITHOLDING	34.64
		MISC. VENDOR MARY JO HEIL	MILEAGE REIMBURSEMENT	159.60
		IPERS	MARY JO HEIL:DIRECTORY & M	15.00
		LECTRONICS INC	IPERS REGULAR EMPLOYEES	235.78
		MARCIA MEYERS	ALARM SERVICE	30.00
		OFFICE MACHINE CONSULTANTS INC	MARCH RENT	600.00
		PRINCIPAL	MANAGEMENT SERVICES	70.00
		SPINUTECH INC	PRINCIPAL DENTAL POLICY	35.53
		TIPTON CONSERVATIVE	EMAIL MARKETING	25.00
		CITY OF TIPTON FUNDS	ADS	274.40
			PSF payment	7.90
			TOTAL:	1,635.95
FINANCE & ADMINISTRATI	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	23.97
			MEDICARE WITHOLDING	5.37
			MEDICARE WITHOLDING	0.22
			MEDICARE WITHOLDING	0.03
			CONTRACT PAY MARCH	1,902.06
		GOERDT INSPECTION AND CONSULTATION SER	IPERS REGULAR EMPLOYEES	38.12
		IPERS	MANAGEMENT SERVICES	0.00
		OFFICE MACHINE CONSULTANTS INC	PRINCIPAL DENTAL POLICY	4.28
		PRINCIPAL	Repay Admin Services	767.11
		CITY OF TIPTON FUNDS	PSF payment	16.12
			City Hall	324.12
			City Hall	112.11
			CITY UTILITIES	2,647.31
			TOTAL:	5,840.82
BUILDING MAINTENANCE	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	19.33
			MEDICARE WITHOLDING	4.52
		VESTIS	MATS	189.17
		CINTAS CORPORATION	FIRST AID SUPPLIES	31.36
		D & R PEST CONTROL	D & R PEST CONTROL	40.00
		IPERS	IPERS REGULAR EMPLOYEES	29.42
		LECTRONICS INC	ALARM SERVICE	30.00
			TOTAL:	343.80
AMBULANCE TRUST	GENERAL GOVERNMENT CITY OF TIPTON FUNDS		TRANSFERS	1,422.00
			TOTAL:	1,422.00
TRANSFER-COMM/LOCAL AC	GENERAL GOVERNMENT CITY OF TIPTON FUNDS		TRANSFERS	1,666.00
			TOTAL:	1,666.00
STREET DEPARTMENT	ROAD USE TAX FUND	CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	2,489.22
			TOTAL:	2,489.22
TRAFFIC SERVICE MAINT.	ROAD USE TAX FUND	I.R.S.	FICA WITHOLDING	4.79
			MEDICARE WITHOLDING	0.53
			MEDICARE WITHOLDING	0.03

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHHOLDING	0.45
			MEDICARE WITHHOLDING	0.11
		IPERS	IPERS REGULAR EMPLOYEES	7.65
		PRINCIPAL	PRINCIPAL DENTAL POLICY	1.07
		CITY OF TIPTON FUNDS	Central Stores services pa	63.07
			PSF payment	1.42
		CITY UTILITIES	CITY UTILITIES	93.86
			TOTAL:	172.98
			FICA WITHHOLDING	62.47
			MEDICARE WITHHOLDING	10.82
			MEDICARE WITHHOLDING	0.55
			MEDICARE WITHHOLDING	2.26
			MEDICARE WITHHOLDING	0.98
		IPERS	IPERS REGULAR EMPLOYEES	100.71
		MORTON SALT INC	86.44 BULK SAFE T SALT	8,133.14
		PRINCIPAL	PRINCIPAL DENTAL POLICY	15.96
		CITY OF TIPTON FUNDS	Central Stores services pa	607.18
			PSF payment	60.26
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	1,461.93
			TOTAL:	10,456.26
			Central Stores services pa	150.13
			vehicle/equipment charges	825.42
			TOTAL:	975.55
			TRANSFERS	2,446.00
			TOTAL:	2,446.00
			TRANSFERS	50,232.00
			TOTAL:	50,232.00
			PAY APP NO 6	9,789.14
			PAY APP NO 7	7,677.10
			TOTAL:	17,466.24
			TRANSFERS	21,717.00
			TOTAL:	21,717.00
			TRANSFERS	3,149.00
			TRANSFERS	15,000.00
			TOTAL:	18,149.00
			CLEAN UP & DISPOSAL	418.25
			CITY UTILITIES	143.50
			TOTAL:	561.75
			TRANSFERS	4,998.00
			TOTAL:	4,998.00
			CEDAR ST & UTILITIES IMPRV	19,219.25
			PAY APP NO 21	30,280.71
			TOTAL:	49,499.96
			FICA WITHHOLDING	322.46
			MEDICARE WITHHOLDING	60.87

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CINTAS	MEDICARE WITHOLDING	1.17
			MEDICARE WITHOLDING	10.58
			MEDICARE WITHOLDING	0.56
			MEDICARE WITHOLDING	2.26
			UNIFORMS	0.00
			UNIFORMS	0.00
		CINTAS CORPORATION	FIRST AID SUPPLIES	57.55
		FAMILY FOODS	MISC SUPPLIES	3.55
		JOHN DEERE FINANCIAL	OPERATING SUPPLIES	19.99
		IOWA ASSOCIATION OF	ANNUAL MEMBERSHIP DUES	962.00
		IPERS	IPERS REGULAR EMPLOYEES	519.17
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	35.00
		PRINCIPAL	PRINCIPAL DENTAL POLICY	64.10
		CITY OF TIPTON FUNDS	Repay Admin Services	2,916.62
			PSF payment	251.55
			City Hall	61.17
			CITY UTILITIES	584.63
			CITY UTILITIES	669.40
			CITY UTILITIES	1,261.21
			vehicle/equipment charges	306.80
			TOTAL:	8,110.64
		CITY OF TIPTON-REVOLVING CENTRAL GARAG		
			FICA WITHOLDING	58.77
		I. R. S.	MEDICARE WITHOLDING	12.99
			MEDICARE WITHOLDING	0.69
			MEDICARE WITHOLDING	0.06
		IPERS	IPERS REGULAR EMPLOYEES	96.63
		PRINCIPAL	PRINCIPAL DENTAL POLICY	17.76
		CITY OF TIPTON FUNDS	Repay Admin Services	195.64
			PSF payment	12.70
			TOTAL:	395.24
		CITY OF TIPTON FUNDS	TRANSFERS	3,487.00
			TRANSFERS	2,876.00
			TOTAL:	6,363.00
			FICA WITHOLDING	333.71
			MEDICARE WITHOLDING	63.75
			MEDICARE WITHOLDING	1.17
			MEDICARE WITHOLDING	10.35
			MEDICARE WITHOLDING	1.05
			MEDICARE WITHOLDING	1.75
		IPERS	IPERS REGULAR EMPLOYEES	536.13
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	35.00
		PRINCIPAL	PRINCIPAL DENTAL POLICY	65.71
		TIPTON ELECTRIC MOTORS	UPS CHARGES & SUPPLIES	75.20
		CITY OF TIPTON FUNDS	Repay Admin Services	1,330.03
			PSF payment	238.43
			City Hall	61.17
			CITY UTILITIES	4,887.11
			vehicle/equipment charges	891.14
			TOTAL:	8,531.70
		CITY OF TIPTON-REVOLVING CENTRAL GARAG		
			TRANSFERS	3,550.00
			TRANSFERS	48,360.00
			TOTAL:	51,910.00
			TRANSFERS	3,550.00
			TRANSFERS	48,360.00
			TOTAL:	51,910.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
ELECTRIC DISTRIBUTION	ELECTRIC OPERATING I.R.S.		FICA WITHHOLDING	954.47
			MEDICARE WITHHOLDING	204.63
			MEDICARE WITHHOLDING	0.74
			MEDICARE WITHHOLDING	6.07
			MEDICARE WITHHOLDING	10.44
			MEDICARE WITHHOLDING	1.34
			ANNUAL CLEARING HOUSE	55.00
			UNIFORMS, SHOP TOWELS, MAT	100.69
			UNIFORMS, SHOP TOWELS, MAT	69.06
			UNIFORMS, SHOP TOWELS, MAT	100.69
			UNIFORMS, SHOP TOWELS, MAT	69.06
			FIRST AID SUPPLIES	68.54
			MARCH RENT	575.00
			OPERATING SUPPLIES	46.50
			SUPPLIES	59.92
			03-0810-30	580.08
			05-1401-07	51.15
			D & R PEST CONTROL	42.80
			ANNUAL MEMBERSHIP DUES	6,369.00
			IPERS REGULAR EMPLOYEES	1,522.18
			MANAGEMENT SERVICES	420.00
			PRINCIPAL DENTAL POLICY	182.15
			STREET LIGHT SUPPLIES	1,198.19
			UPS CHARGES & SUPPLIES	165.34
			MISC SUPPLIES	89.98
			SOLAR ARRAY CONSULTING	1,750.00
			Repay Admin Services	6,853.08
			PSF payment	284.28
			City Hall	76.46
			CITY UTILITIES	900.22
			vehicle/equipment charges	1,688.09
			TOTAL:	24,495.15
ELECTRIC POWER PLANT	ELECTRIC OPERATING I.R.S.		FICA WITHHOLDING	34.33
			MEDICARE WITHHOLDING	7.68
			MEDICARE WITHHOLDING	0.35
			FIBER REPAIR	260.00
			D & R PEST CONTROL	42.80
			IPERS REGULAR EMPLOYEES	55.47
			PRINCIPAL DENTAL POLICY	6.24
			Repay Admin Services	936.79
			PSF payment	1.58
			CITY UTILITIES	2,183.72
			CITY UTILITIES	1,572.59
			CITY UTILITIES	1,436.91
			CITY UTILITIES	353.40
			vehicle/equipment charges	203.38
			TOTAL:	7,095.24
ELECTRIC BILL/COLLECT	ELECTRIC OPERATING I.R.S.		FICA WITHHOLDING	132.31
			MEDICARE WITHHOLDING	29.62
			MEDICARE WITHHOLDING	0.03
			MEDICARE WITHHOLDING	0.69
			MEDICARE WITHHOLDING	0.60
			IPERS REGULAR EMPLOYEES	214.27
			PRINCIPAL DENTAL POLICY	32.00
ELECTRIC DISTRIBUTION	ELECTRIC OPERATING I.R.S.		FICA WITHHOLDING	954.47
			MEDICARE WITHHOLDING	204.63
			MEDICARE WITHHOLDING	0.74
			MEDICARE WITHHOLDING	6.07
			MEDICARE WITHHOLDING	10.44
			MEDICARE WITHHOLDING	1.34
			ANNUAL CLEARING HOUSE	55.00
			UNIFORMS, SHOP TOWELS, MAT	100.69
			UNIFORMS, SHOP TOWELS, MAT	69.06
			UNIFORMS, SHOP TOWELS, MAT	100.69
			UNIFORMS, SHOP TOWELS, MAT	69.06
			FIRST AID SUPPLIES	68.54
			MARCH RENT	575.00
			OPERATING SUPPLIES	46.50
			SUPPLIES	59.92
			03-0810-30	580.08
			05-1401-07	51.15
			D & R PEST CONTROL	42.80
			ANNUAL MEMBERSHIP DUES	6,369.00
			IPERS REGULAR EMPLOYEES	1,522.18
			MANAGEMENT SERVICES	420.00
			PRINCIPAL DENTAL POLICY	182.15
			STREET LIGHT SUPPLIES	1,198.19
			UPS CHARGES & SUPPLIES	165.34
			MISC SUPPLIES	89.98
			SOLAR ARRAY CONSULTING	1,750.00
			Repay Admin Services	6,853.08
			PSF payment	284.28
			City Hall	76.46
			CITY UTILITIES	900.22
			vehicle/equipment charges	1,688.09
			TOTAL:	24,495.15
ELECTRIC POWER PLANT	ELECTRIC OPERATING I.R.S.		FICA WITHHOLDING	34.33
			MEDICARE WITHHOLDING	7.68
			MEDICARE WITHHOLDING	0.35
			FIBER REPAIR	260.00
			D & R PEST CONTROL	42.80
			IPERS REGULAR EMPLOYEES	55.47
			PRINCIPAL DENTAL POLICY	6.24
			Repay Admin Services	936.79
			PSF payment	1.58
			CITY UTILITIES	2,183.72
			CITY UTILITIES	1,572.59
			CITY UTILITIES	1,436.91
			CITY UTILITIES	353.40
			vehicle/equipment charges	203.38
			TOTAL:	7,095.24
ELECTRIC BILL/COLLECT	ELECTRIC OPERATING I.R.S.		FICA WITHHOLDING	132.31
			MEDICARE WITHHOLDING	29.62
			MEDICARE WITHHOLDING	0.03
			MEDICARE WITHHOLDING	0.69
			MEDICARE WITHHOLDING	0.60
			IPERS REGULAR EMPLOYEES	214.27
			PRINCIPAL DENTAL POLICY	32.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CITY OF TIPTON FUNDS	Repay Admin Services	431.60
			PSF payment	19.99
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	142.38
			TOTAL:	1,003.49
		LOUISA GENERATING STAT ELECTRIC OPERATING MIDAMERICAN ENERGY COMPANY	Est cash request	6,300.00
			Est cash request	10,440.00
			Est cash request	180.00
			Est cash request	1,080.00
			TOTAL:	18,000.00
		TRANSFER/OTHER SOURCES ELECTRIC OPERATING CITY OF TIPTON FUNDS	TRANSFERS	23,105.00
			TRANSFERS	34,018.00
			TRANSFERS	7,308.00
			TOTAL:	64,431.00
		GAS DISTRIBUTION	FICA WITHHOLDING	466.29
			MEDICARE WITHHOLDING	90.84
			MEDICARE WITHHOLDING	2.05
			MEDICARE WITHHOLDING	4.60
			MEDICARE WITHHOLDING	10.66
			MEDICARE WITHHOLDING	0.90
			ANNUAL CLEARING HOUSE	55.00
			UNIFORMS, SHOP TOWELS, MAT	49.87
			UNIFORMS, SHOP TOWELS, MAT	49.87
			ANNUAL MEMBERSHIP DUES	3,710.00
			IPERS REGULAR EMPLOYEES	744.63
			MANAGEMENT SERVICES	210.00
			PRINCIPAL DENTAL POLICY	93.14
			UPS CHARGES & SUPPLIES	72.26
			Repay Admin Services	9,024.98
			PSF payment	88.39
			City Hall	76.46
			CITY UTILITIES	300.07
			vehicle/equipment charges	216.38
			TOTAL:	15,266.39
		GAS BILL/COLLECT	FICA WITHHOLDING	75.94
			MEDICARE WITHHOLDING	16.83
			MEDICARE WITHHOLDING	0.69
			MEDICARE WITHHOLDING	0.23
			IPERS REGULAR EMPLOYEES	124.36
			PRINCIPAL DENTAL POLICY	20.89
			Repay Admin Services	246.31
			PSF payment	13.49
			TOTAL:	498.74
		GAS PEAK SHAVING PLANT GAS OPERATING	CITY UTILITIES	83.93
			TOTAL:	83.93
		TRANSFER/OTHER SOURCES GAS OPERATING	TRANSFERS	12,640.00
			TOTAL:	12,640.00
		AIRPORT	MANAGEMENT SERVICES	0.00
			MIN. POOL SCHEDULE, BIDS	128.59
			CONTRACT PAY MARCH	358.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CITY UTILITIES	CITY UTILITIES	225.77
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	136.50
			TOTAL:	849.19
		CITY OF TIPTON FUNDS	TRANSFERS	355.00
			TOTAL:	355.00
		GARBAGE COLLECTION I. R. S.	FICA WITHHOLDING	216.14
			MEDICARE WITHHOLDING	47.94
			MEDICARE WITHHOLDING	0.59
			MEDICARE WITHHOLDING	1.44
			MEDICARE WITHHOLDING	0.56
		CEDAR COUNTY SOLID WASTE	TRANSFER FEES	4,586.00
		CINTAS	UNIFORMS	19.48
			UNIFORMS	19.48
		ELIJAH ENTERPRISES	OPERATING SUPPLIES	39.50
		JOHN DEERE FINANCIAL	OPERATING SUPPLIES	18.98
		IPERS	IPERS REGULAR EMPLOYEES	347.28
		PRINCIPAL	PRINCIPAL DENTAL POLICY	47.65
		CITY OF TIPTON FUNDS	Repay Admin Services	1,771.26
			Central Stores services pa	5,827.12
			PSF payment	354.27
		CITY UTILITIES	City Hall	61.17
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	6,310.81
			TOTAL:	19,669.67
		GARBAGE COLLECTION I. R. S.	FICA WITHHOLDING	71.92
			MEDICARE WITHHOLDING	11.35
			MEDICARE WITHHOLDING	5.33
			MEDICARE WITHHOLDING	0.14
		IPERS	IPERS REGULAR EMPLOYEES	79.40
		PRINCIPAL	PRINCIPAL DENTAL POLICY	14.21
		CITY OF TIPTON FUNDS	PSF payment	231.68
		CITY UTILITIES	CITY UTILITIES	74.44
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	4,207.20
			TOTAL:	4,695.67
		GARBAGE COLLECTION CITY OF TIPTON FUNDS	TRANSFERS	3,009.00
			TRANSFERS	345.00
			TOTAL:	3,354.00
		STORM WATER	FICA WITHHOLDING	24.41
			MEDICARE WITHHOLDING	5.20
			MEDICARE WITHHOLDING	0.24
			MEDICARE WITHHOLDING	0.23
		IPERS	IPERS REGULAR EMPLOYEES	39.67
		PRINCIPAL	PRINCIPAL DENTAL POLICY	6.88
		CITY OF TIPTON FUNDS	Repay Admin Services	809.73
			PSF payment	43.43
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	88.14
			TOTAL:	1,017.93
		STORM WATER	TRANSFERS	576.00
			TRANSFERS	4,458.00
			TOTAL:	5,034.00

DEPARTMENT	FUND	VENDOR_NAME	DESCRIPTION	AMOUNT
INT SRVC-OTHER BUSINES CENTRAL GARAGE		I. R. S.	FICA WITHHOLDING	80.02
			MEDICARE WITHHOLDING	8.82
			MEDICARE WITHHOLDING	0.47
			MEDICARE WITHHOLDING	7.53
			MEDICARE WITHHOLDING	1.89
		ASCENDANCE TRUCKS EASTERN IOWA LLC	DIESEL TREATMENT	75.00
		BROWNS WEST BRANCH FORD	REPAIR PARTS #54	319.91
		CEDAR COUNTY COOP	270.47 GL FUEL	962.74
			270.47 GL FUEL	1,587.80
		CEDAR COUNTY ENGINEER	8.10 GL DSL	22.68
			702.60 GL DSL	1,964.15
		CINTAS	UNIFORMS	17.24
			UNIFORMS	17.24
		CINTAS CORPORATION	FIRST AID SUPPLIES	17.24
		CRESCENT ELECTRIC SUPPLY CO	LIGHTS & FIXTURES	63.95
		JOHN DEERE FINANCIAL	SUPPLIES	238.71
		GRAINGER	SHOP SUPPLIES	32.60
		HARRY'S FARM TIRE INC	TIRE REPAIR #28	76.70
		IPERS	IPERS REGULAR EMPLOYEES	50.00
		MITCHELL 1	WEB SUBSCRIPTION	127.55
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	329.02
		PRINCIPAL	PRINCIPAL DENTAL POLICY	70.00
		SHOTTENKIRK	REPAIR PARTS #4	17.76
			REPAIR PARTS #4	26.30
		CITY OF TIPTON FUNDS	Repay Admin Services	12.29
			PSF payment	1,742.44
		CITY UTILITIES	CITY UTILITIES	23.71
			CITY UTILITIES	454.35
			CITY UTILITIES	1,600.22
			CITY UTILITIES	922.89
			TOTAL:	10,853.98
INT SRVC-OTHER BUSINES ADMINISTRATIVE SER		I. R. S.	FICA WITHHOLDING	120.27
			MEDICARE WITHHOLDING	24.23
			MEDICARE WITHHOLDING	3.90
		CLIFTON LARSON ALLEN LLP	AUDIT	5,250.00
		IMFOA	DUES MELISSA & AMY	100.00
		IPERS	SPRING CONFERENCE	150.00
		QUADIENT FINANCE USA INC	IPERS REGULAR EMPLOYEES	191.36
		OFFICE MACHINE CONSULTANTS INC	POSTAGE	1,500.00
		PRINCIPAL	MANAGEMENT SERVICES	700.00
		TIPTON CONSERVATIVE	PRINCIPAL DENTAL POLICY	34.46
		WINDSTREAM	MIN,POOL SCHEDULE,BIDS	583.14
		CITY OF TIPTON FUNDS	MONTHLY SERVICES	934.76
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	PSF payment	7.64
			vehicle/equipment charges	9.17
			TOTAL:	9,608.93
NON-DEPARTMENTAL	PAYROLL ACCOUNT	I. R. S.	FEDERAL WITHHOLDING	9,243.72
			FICA WITHHOLDING	6,734.00
			MEDICARE WITHHOLDING	1,574.93
		AFLAC	AFLAC AFTER TAX PY W/HOLDI	110.05
			AFLAC PY PRETAX WITHHOLDING	442.61
			AFLAC AFTER TAX DEDUCTION	30.24
		AXA EQUI-VEST PROCESSING OFFICE	DEF. COMP PRETAX	200.00
		COLLECTION SERVICES CENTER	CHILD SUPPORT- SPANGLER-96	59.52
		IPERS	IPERS WITHHOLDING, FIRE	37.82

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PRINCIPAL		
		TREASURER, STATE OF IOWA		
			TOTAL:	29,237.46

===== FUND TOTALS =====		
001	GENERAL GOVERNMENT	86,128.16
110	ROAD USE TAX FUND	16,540.01
112	TRUST AND AGENCY FUND	50,232.00
121	LOCAL OPTION TAX	39,183.24
125	TIF SPECIAL REVENUE FUND	18,149.00
160	ECONOMIC/INDUSTRIAL DEVEL	561.75
192	FIRE ENTERPRISE TRUST	4,998.00
317	GO CP 2023	49,499.96
600	WATER OPERATING	14,868.88
610	WASTEWATER/AKA SEWER REVE	60,441.70
630	ELECTRIC OPERATING	115,024.88
640	GAS OPERATING	28,489.06
660	AIRPORT OPERATING	1,204.19
670	GARBAGE COLLECTION	27,719.34
740	STORM WATER	6,051.93
810	CENTRAL GARAGE	10,853.98
835	ADMINISTRATIVE SERVICES	9,608.93
860	PAYROLL ACCOUNT	29,237.46
	GRAND TOTAL:	568,792.47

CITY CREDIT CARD STATEMENT								cr	999		1010			Card Ttl	-6,871.30	
City Card																
Training		dr	001	5	110	1	62300	54.00								
Travel Training	Jimmy Johns, Bennigans, McAlister's, F&O's, Hansen's Manhattan Deli	dr	001	5	110	1	62980	369.30								
								Total Charges				423.30				
Finance Director																
Telecommunications	GoTo Technologies	dr	835	5	899	2	63730	30.35								
								Total Charges				30.35				
Library																
Materials	Amazon, Walmart	dr	001	5	410	2	65020	787.07								
Programming	Walmart	dr	001	5	410	2	65021	38.99								
Office Supplies	Walmart, Amazon	dr	001	5	410	2	65060	167.31								
Miscellaneous	Amazon	dr	001	5	410	2	65980	8.99								
Programming	Amazon, Demco	dr	189	5	410	2	65021	6.99								
Miscellaneous	Walmart	dr	189	5	410	2	65980	339.53								
								Total Charges				1,348.88				
Ambulance																
Dues/Fees	National Registry EMT, Active Screening	dr	001	5	160	1	62100	68.30								
Training	Casey's	dr	001	5	160	1	62300	70.61								
Building Maint & Repair	Theisens	dr	001	5	160	2	63100	21.39								
Op Equip Maint & Repair	AED.US, OSI Batteries	dr	001	5	160	2	63500	956.98								
Telecommunications	JAMF	dr	001	5	160	2	63730	12.00								
		dr	001	5	620	2	63730	32.00								
		dr	630	5	820	2	63730	12.00								
		dr	640	5	825	2	63730	4.00								
Equipment/Vehicle Rent	Ebay	dr	001	5	160	2	64150	64.20								
Miscellaneous	Ebay, Family Foods	dr	001	5	160	2	65980	123.32								
Software	Crown Security	dr	001	5	160	3	67272	239.50								
Contract Services	Crown Security	dr	630	5	820	2	64910	239.50								
								Total Charges				1,843.80				
Police																
Building Maint & Repair	Amazon	dr	001	5	110	2	63100	91.13								
Operating Supplies	Walmart	dr	001	5	110	2	65070	117.70								
								Total Charges				208.83				
Gas																
Training -	IAMU	dr	640	5	825	1	62300	925.00								
								Total Charges				925.00				
Electric																
Travel Training -	Courtyard	dr	630	5	820	1	62980	273.28								
Small Tools	Aircraft Dynamics Corp	dr	630	5	820	2	65053	44.25								
Miscellaneous	Casey's	dr	001	5	650	2	65980	79.17								
								Total Charges				396.70				
Public Works																
Operational Equip & Repair	Brags & Hayes, QCC Online Parts	dr	610	5	815	1	63500	649.14								
Small Tools	Amazon	dr	610	5	816	2	65053	23.51								
								Total Charges				672.65				

RESOLUTION NO. 031025A

RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ENGINEERING COST ESTIMATE FOR MATHEWS MEMORIAL AIRPORT: REHABILITATE APRON AND RUNWAY 11-29 IMPROVEMENT PROJECT

WHEREAS, the estimated cost of this project (construction cost only) is \$381,233 with the ultimate cost-sharing as 95% FAA and 5% City of Tipton; and

WHEREAS, the primary project involves the reconstruction of the apron on the runway side of the T-hangar building, plus the repair of about 500 feet of cracks on the runway; and

WHEREAS, the city council of Tipton, Iowa, conducted a public hearing on the project at its March 10th meeting.

NOW, THEREFORE, BE IT RESOLVED, the city council of the City of Tipton does hereby approve the project's plans, specifications, form of contract, and engineer's cost estimate.

BE IT FURTHER RESOLVED, that the council approves the bid process to continue, and the mayor and city clerk are authorized to execute documents related to the scope of this resolution.

PASSED AND APPROVED this 10th day of March 2025.

Tammi Goerd, Mayor

ATTEST:

Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution No. 031025A which was passed by the Tipton City Council this 10th day of March 2025.

Amy Lenz, City Clerk

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	Council meeting of March 10, 2024.
AGENDA ITEM:	D/PM concerning recommendation to accept Tri-City Electric’s proposal to construct a 1-megawatt solar array and authorize the city staff and the city attorney to finalize an agreement with them. <i>(The goal is to bring the agreement to the March 24 Council meeting for final approval.)</i>
ACTION:	Approve, deny, or table to allow more consideration of the topic.

SYNOPSIS

For this item, we wish to offer our recommendation for a company to construct a solar array for the City’s Electric Utility: Tri-City Electric.

In all, we had 13 proposals from solar vendors/contractors. Warren McKenna, our consultant had a very detailed evaluation process. Tri-City checked all of the boxes. Their price of \$1.5 million is within our cost range goal. Tri-City’s main concern is to get the contract in place so they can order equipment before any price increases occur.

Warren wrote this about Tri-City’s proposal: *“It is critical from a time standpoint that Tri-City be given some certainty with this so that they can get their POs out for the modules and inverters. This is an outstanding price and design and opportunity to lock in part of the City’s cost of electricity going forward.”*

For March 10, we have a motion asking the Council to select Tri-City’s proposal and authorize that City Staff and City Attorney to finalize an agreement with them.

Hopefully, that can be done in time to put the agreement on your March 24 agenda. Tri-City believes that March 24 is OK for them to hold their current pricing. FYI—According to Warren, Tri-City quoted us using Tier 1 equipment, meaning the best.

Along with this Synopsis, we’ve included Warren McKenna’s letter of recommendation and a copy of Tri-City’s site plan.

PREPARED BY: BW

DATE PREPARED: Mar 6, 2025

Warren McKenna Consulting -- 1991 Angle Rd SW -- Kalona IA 52247 -- 319-461-8114

City of Tipton
407 Lynn St
Tipton, IA 52772

RE: Tipton Solar Array Project contractor proposal recommendation

In careful review of 13 construction proposals submitted, in consultation with City of Tipton staff, and after contractor clarification of proposal details, I would recommend the City of Tipton consider Tri-City Electric Co. (TCE) as their contractor of choice to build their one mega-watt solar farm for the following reasons:

- Met all RFP requirements including keeping the size under 1 MW AC and staying well under the \$ 1.75 million RFP requirement. Tri-City provided the lowest bid at \$ 1.5 million.
- Provided a high-quality proposal with an outstanding design layout that was completely inclusive of site grading and seeding, property fencing, SWPPP permit plan, and a low-cost operation, maintenance, and monitoring option for the future.
- For Tri-City Co.'s commitment to safety, with safety personnel and safety policies in place.

I also did a site visit to one of their solar farms near Hills, IA to confirm the finished quality of a solar farm build-out as referenced in the proposal and found it to be very well constructed.

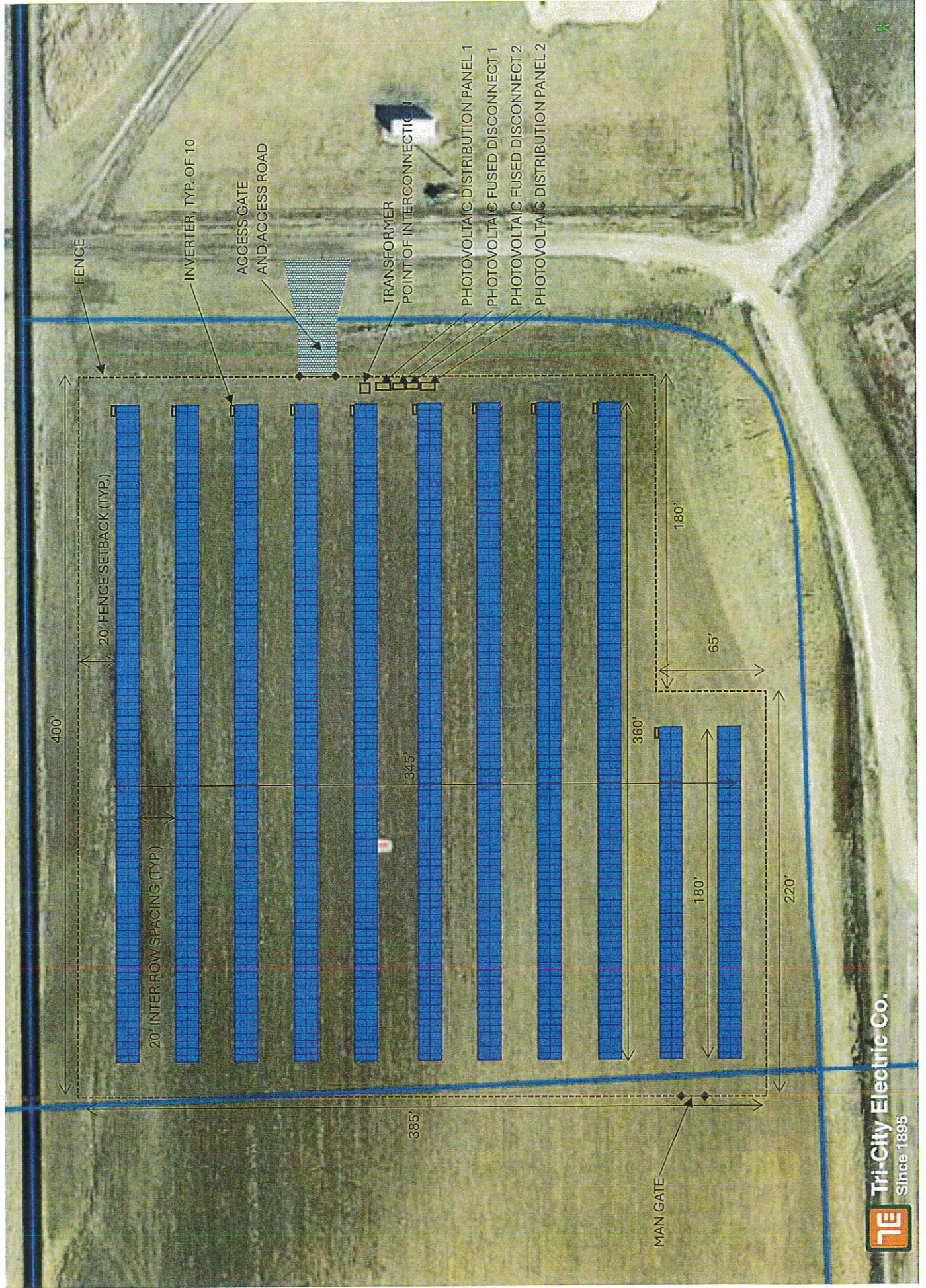
This proposal was not only the lowest price but also of the highest quality of all proposals submitted when it comes to design with an all-inclusive set of offerings. So it is without hesitation that I recommend Tri-City Co. to build the Tipton Solar Array Project.

Thanks for the opportunity to assist with this future solar farm.



Warren McKenna
Kalona, IA
319-461-8114

SITE PLAN – TIPTON SOLAR ARRAY PROJECT



From: Richard Teed <rteed@gardenassociates.net>

Sent: Friday, March 7, 2025 7:35 AM

To: Brian Wagner, City of Tipton <citymanager@tiptoniowa.org>; Steve Nash <snash@tiptoniowa.org>

Subject: Tipton - Spruce St. Engineering Agreement

Brian,

Attached is the engineering agreement for the Spruce St. paving project. If you can get it on Monday's council meeting then we should be able to get started on it soon. If you scan in the copy that the mayor signs, that will be good enough for our records. I have Tammi Goerdts as Mayor and Amy Lenz as City Clerk on the signature page.

Let me know if you have any questions.

Rick Teed, P.E.



GARDEN & ASSOCIATES, LTD.

"Engineering a Better Iowa..."

Helping Build Stronger Communities"

1701 3rd Avenue East - Suite 1

P.O. Box 451

Oskaloosa, Iowa 52577

Phone: (641)672-2526

Cell: (563) 316-1868

CONFIDENTIALITY: This communication, including attachments, is for the exclusive use of the intended addressee(s) and may contain proprietary, confidential or privileged information. If you are not the intended recipient, any use, copying, disclosure, or distribution or the

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, made and entered as of this _____ day of _____, 2025, by and between the City of Tipton, Iowa, a Municipal Corporation, 407 Lynn Street, Tipton, Iowa 52772, hereinafter referred to as the "CITY," and Garden & Associates, Ltd., 1701 3rd Avenue East, Suite 1, Oskaloosa, Iowa 52577, hereinafter referred to as the "CONSULTANT".

WHEREAS, the City Council of the City of Tipton did heretofore deem it necessary and desirable to construct improvements related to the Spruce Street Pavement Improvements south of W. South Street (the "Project"); and

WHEREAS, the CITY did heretofore determine that it is necessary and proper to acquire professional engineering services to assist the CITY in the design of the Project; and

WHEREAS, the CONSULTANT is capable of supplying the desired professional services for a lump sum fee of \$49,800.00; and

WHEREAS, accordingly, the CITY has agreed to engage the CONSULTANT as an independent contractor to assist in the design and construction of the Project for a total consulting fee of \$49,800.00 under the terms and conditions set forth below.

NOW THEREFORE, THE CITY AND THE CONSULTANT, FOR CONSIDERATION HEREINAFTER SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

I. SCOPE OF SERVICES.

The CONSULTANT shall perform in a timely and satisfactory manner the consistent with standard, professional practice the engineering services in connection with the Project as set forth in Exhibit "A" attached hereto and incorporated into this Agreement by this reference.

II. TIME OF COMPLETION.

The CONSULTANT shall complete the services to be rendered hereunder, excluding the construction administration as shown on Exhibit "A" no later than **May 30, 2025**.

III. GENERAL TERMS AND PROVISIONS.

A. The CONSULTANT shall not commit any of the following employment practices in connection with or while rendering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by the CONSULTANT in connection with the Project. Upon request, the CONSULTANT shall provide the CITY with a copy of the relevant provisions of any agreement entered into by the CONSULTANT and a subcontractor in connection with the Project to confirm to the satisfaction of the CITY that the requirements under this Subparagraph III(A) have been met.

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, sexual orientation or gender identity.

2. To discriminate against any individual in terms, conditions or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, sexual orientation or gender identity.

B. The CITY may terminate this Agreement, with or without cause, upon no less than seven (7) calendar days' written notice. In the event that the CITY does so terminate this Agreement, the CONSULTANT shall be paid for all work and services performed up to the time of said termination upon submission to the CITY of a final billing statement and review and approval thereof by the Tipton City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the CITY terminates this Agreement with cause, the CITY may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Services in accordance with the terms of this Agreement.

C. This Agreement shall not be assigned or in any manner transferred by the CONSULTANT, without the express written consent of the Tipton City Council.

D. It is hereby expressly acknowledged and agreed by both parties hereto that the engagement of the CONSULTANT by the CITY in connection with the Project shall be as an independent contractor and shall be exclusive; provided, however, that the Contractor may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as the CONSULTANT has first obtained the written approval of same from the CITY; and further provided that, should the CONSULTANT so engage subcontractors under the terms of this Subparagraph III(D), the CONSULTANT shall be solely responsible for compensating any such subcontractors.

E. The CITY shall make all criteria, design and construction standards, and information regarding the CITY's requirements for the Project available to the CONSULTANT upon reasonable request by the CONSULTANT therefor. The CITY shall furnish reasonable assistance to the CONSULTANT in the use of said information and documentation at the request of CONSULTANT.

F. It is further agreed that neither party to this Agreement shall perform contrary to any federal or state law, rule or regulation, or the Tipton City Code of Ordinances.

G. At the request of the CITY, the CONSULTANT shall attend meetings of the City Council that relate to the Project hereunder.

H. The CONSULTANT agrees to certify all reports, specifications, and drawings with the seal of a professional engineer affixed thereto or such other seal as required by State law.

I. Upon termination of this Agreement and request of the CITY, the CONSULTANT shall provide the CITY with copies of all basic notes and sketches, charts, computations, maps, plans, drawings and any other data prepared or obtained by the CONSULTANT pursuant to this Agreement without cost, and without restrictions or limitations as to the use thereof in connection with the Project. Furthermore, should the CONSULTANT prepare or receive any of the data set forth in the immediately preceding sentence in digitized format, the CONSULTANT shall furnish said data on a flash drive upon termination of this Agreement. It is understood, however, that the CONSULTANT shall not be liable for the CITY's use of such documents, materials or data on other projects.

J. Original drawings prepared by the CONSULTANT under this Agreement shall become the property of the CITY. The CONSULTANT shall be allowed to keep copies for the CONSULTANT's own filing use.

K. Fees paid in order to secure approval of authorities having jurisdiction over the Project shall be paid by the CITY.

L. Upon payment in full in accordance with this Agreement, all instruments of services generated by CONSULTANT shall become the property of the CITY.

M. CONSULTANT shall maintain insurance throughout said Project in the following minimum amounts:

1. Workman's Compensation and occupational disease insurance in accordance with the laws of the State of Iowa covering all employees who perform any of the obligations under this Agreement.

2. Professional Liability or Errors or Omissions Insurance covering all aspects of the Project in the amount of not less than \$1,000,000 per occurrence of \$2,000,000 aggregate coverage.

3. General Liability insurance covering all operations under the Agreement, limits for bodily injury or death not less than one million dollars (\$1,000,000.00) for one person and two million dollars (\$2,000,000.00) for each accident; for property damage not less than one million dollars (\$1,000,000.00) for each accident and two million dollars (\$2,000,000.00) aggregate during such policy period. Said insurance shall name the City of Tipton as an Additional Insured under the policy.

4. Automobile liability insurance on all self-propelled vehicles used in connection with the Agreement, whether its own, non-owned or hired; public liability limits of not less than five hundred thousand dollars (\$500,000.00) for one person and one million dollars (\$1,000,000.00) for each accident; property damage limit of two hundred fifty thousand dollars (\$250,000.00) for each accident or a combined single limit of one million dollars (\$1,000,000.00).

N. CITY shall have the right at any time to require public liability insurance, errors and omissions coverage and/or property damage liability insurance greater than that specified in the above paragraphs. If required, the additional premiums shall be added to the bid price.

O. The CONSULTANT shall furnish Certificates of Insurance to the CITY made in favor of the CITY prior to commencing work showing compliance with the foregoing requirements. Insurance shall provide notice of cancellation or revocation.

IV. COMPENSATION FOR SERVICES.

A. The CITY shall compensate the CONSULTANT for services rendered under this Agreement for a total fee of \$49,800.00. Said total fee shall be paid by the CITY to the CONSULTANT upon the completion of each of the Items below:

1.	Preliminary & Final Design Bidding Phase (if required)	\$28,800
2.	Construction Staking & Admin, Shop Drawing Review	\$21,000

Provided, however in express acknowledgement that this Agreement is a COMPLETION DATE CONTRACT without which the CITY would not have engaged the CONSULTANT.

V. INDEMNIFICATION, ENGINEERING STANDARDS.

A. The CONSULTANT agrees to fully indemnify, save and hold the CITY, its officers, representatives, and employees, harmless from liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly from the negligent act, error or omission of the CONSULTANT, its officers, representatives, agents or employees in connection with the Project.

B. The CONSULTANT represents to the CITY that it will perform its obligations under this Agreement in conformance with the generally accepted standards of the engineering profession.

VI. HAZARDOUS MATERIALS.

The CONSULTANT hereby represents that the CONSULTANT (i) has not created nor contributed to the creation or existence, (ii) nor will it create or contribute to the creation or existence of any type of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at the premises of the Project, or in connection with or related to the Project. The CONSULTANT, in addition to the general indemnification set forth in Provision V above, does hereby further fully indemnify, defend, save and hold harmless the CITY, its officers, employees and agents from and against any and all debts, claims, causes of action, administrative orders and notices, costs (including but not limited to, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable legal fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the CITY, its officers, representatives, agents, contractors, subcontractors, employees and grantees as a result of any breach of this Provision VI.

VII. INTERPRETATION.

This Agreement shall be construed in accordance with the generally accepted standards of the Engineering Profession; provided, however, that it is expressly understood and agreed by both parties that to the extent, if at all, the explicit terms and conditions of this Agreement are in conflict with said generally accepted professional standards, said accepted professional standards shall control in the event of a dispute between the parties hereto.

VIII. SURVIVAL.

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the services to be rendered by the CONSULTANT hereunder or the termination of this Agreement for any reason.

IX. CONTROLLING LAW.

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Cedar County, Iowa or the federal courts located in Scott County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

X. HEADINGS.

The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

XI. SEVERABILITY.

If any section, subsection, term or provision of this Agreement or the application thereof to the CONSULTANT, the CITY or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the CONSULTANT, the CITY or particular circumstances other than that for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XII. MODIFICATION.

The terms of this Agreement may not be changed, waived, discharged or terminated orally, but only by a written document signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

XIII. WAIVER.

No waiver by the CITY of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the CITY in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the CITY shall preclude future exercise thereof or the exercise of any other right or remedy.

XIV. AUTHORITY.

The persons signing this Agreement represents that they have the authority to sign as, or on behalf of, the party for whom they are signing.

XV. FINAL AGREEMENT:

Both the CONSULTANT and the CITY hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the services to be rendered by the CONSULTANT to the CITY in connection with the Project, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the CONSULTANT and the CITY. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

ACCEPTED & AGREED:

CONSULTANT:
Garden & Associates, Ltd.



Rick Teed, Vice-President

CITY OF TIPTON:

Tammi Goerd, Mayor

ATTEST:

Amy Lenz, City Clerk

EXHIBIT "A"

**SCOPE OF SERVICES
SPRUCE STREET (FROM W. SOUTH STREET TO 850 FEET SOUTH)**

1. Preliminary Design and Final Design of Improvements for Spruce Street.
2. Preparation of Final Plans and Specifications
3. Preparation of Bidding document, and conduct bid letting
4. Construction phase services including staking, review of shop drawings, pay applications, and record drawings of improvements.

